



JAMES A. NOYES, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
www.ladpw.org

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

June 17, 2004

IN REPLY PLEASE

REFER TO FILE: **AS-0**

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**HEATING, VENTILATION, AND
AIR CONDITIONING SERVICES – HEADQUARTERS
SUPERVISORIAL DISTRICT 5
3 VOTES**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the contract work is exempt from the provisions of the California Environmental Quality Act (CEQA).
2. Award and delegate authority to the Director of Public Works to execute the contract for "Heating, Ventilation, and Air Conditioning Services – Headquarters" to Cal-Air, Inc., located in Whittier, California. This contract will be for a period of one year commencing upon Board approval, with two one-year renewal options, not to exceed a total of three years.
3. Delegate authority to the Director of Public Works to renew this contract for each additional renewal option if, in the opinion of the Director, renewal is warranted or to terminate this contract if, in the opinion of the Director, it is in the best interest of the County to do so.
4. Authorize the contractor to proceed with the work in accordance with the contract's specifications, terms, conditions, and requirements.

5. Authorize Public Works to encumber an annual amount not to exceed \$55,000, which represents our estimated cost for these services based on the annual price submitted by the contractor to perform the as-needed work. Funds are available in Public Works' 2003-04 Internal Service Fund.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

This contract is for heating, ventilation, and air conditioning services (HVAC) for the Public Works Headquarters and Annex facilities located in Alhambra. The work to be performed will consist of providing preventive maintenance, as-needed technical repairs, mechanical repairs, and written reports for the Headquarters and Annex HVAC systems. Public Works has contracted for these services since 1996. The purpose of this action is to continue contracting for these services.

Implementation of Strategic Plan Goals

The award of this contract is consistent with the County's Strategic Plan Goals of Service Excellence and Organizational Effectiveness, as the contractor has the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive manner.

FISCAL IMPACT/FINANCING

The contract is for an annual amount not to exceed \$55,000. This amount represents our estimate based on the annual price submitted by the contractor to perform the as-needed work. This contract will commence upon Board approval for a period of one year. With your Board's delegated authority, the Director may renew this contract for a total contract period not to exceed three years. In any event, this contract may be canceled or terminated at any time by the Director, without cause, upon giving at least 30 days' written notice to the contractor.

Funds are available in Public Works' 2003-04 Internal Service Fund to cover the cost of this contract's first term. No cost-of-living adjustments will be granted under this contract.

There will be no impact on net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Upon your Board's delegation of authority and approval as to form by County Counsel, the contractor and the Director will execute the agreement which will be as substantially reflected in Enclosure A.

Public Works has evaluated and determined that the Living Wage Program (Los Angeles County Code Chapter 2.201) does not apply to this recommended contract which is for services required on an as-needed and intermittent basis.

ENVIRONMENTAL DOCUMENTATION

These services are categorically exempt from the CEQA as specified in Class 1 of the Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, Synopsis 57.

CONTRACTING PROCESS

On April 15, 2004, Public Works solicited proposals from 171 independent contractors and community business enterprises to accomplish this work. Also, notice of proposal availability was placed on the County's bid website (Enclosure B), and an advertisement was placed in the Los Angeles Times.

On May 12, 2004, one proposal was received. The proposal was reviewed to ensure it met the mandatory requirements outlined in the Request for Proposals (RFP). Public Works staff also reviewed the price, experience, financial resources, references, and work plan and determined that the proposal is in accordance with the RFP. Therefore, it is recommended that this contract be awarded to Cal-Air, Inc., located in Whittier, California, who was found to be responsive and responsible and is providing these services at a reasonable cost.

Enclosure C reflects the proposer's minority participation. The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

This contract contains Board-approved contract terms and conditions regarding current and new employee notification of the Federal-earned income tax credit, agreement to maximize to the extent possible the use of recycled-content paper products, jury service requirements, no payment for services received after contract expiration or termination, and the Safely Surrendered Baby Law.

The Honorable Board of Supervisors
June 17, 2004
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Proof of the required Comprehensive General and Automobile Liability insurance policies, naming the County as additional insured, and evidence of Workers' Compensation insurance will be obtained from the contractor before any work is assigned.

As requested by your Board, the contractor has submitted a safety record which, in our opinion, reflects that activities conducted by the contractor in the past have been according to reasonable standards of safety.

In accordance with the Chief Administrative Officer's June 15, 2001, instructions, this is Public Works' assurance that this contractor will not be requested to perform services which will exceed the contract's approved amount, scope of work, and/or terms.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of this contract will not result in the displacement of any County employees, as these services are presently contracted with the private sector.

CONCLUSION

One approved copy of this letter is requested.

Respectfully submitted,

JAMES A. NOYES
Director of Public Works

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Enc. 3

cc: Chief Administrative Office
County Counsel

SAMPLE AGREEMENT FOR
HEATING, VENTILATION, AND
AIR CONDITIONING SERVICES - HEADQUARTERS

This AGREEMENT, made and entered into this ____ day of _____, 2004, by and between the County of Los Angeles, a subdivision of the State of California, a body corporate and politic, hereinafter referred to as "County," and Cal-Air, Inc., a corporation, hereinafter referred to as "Contractor."

W I T N E S S E T H

FIRST: That the Contractor, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said County of the Contractor's Proposal filed with the County on May 12, 2004, hereby agrees to provide services as described in the attached specifications for heating, ventilation, and air conditioning services including, but not limited to, Exhibit A, Scope of Work .

SECOND: That this Agreement, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Maintenance Schedule; and the Contractor's Proposal, all attached hereto, are incorporated herein, and are agreed by the County and the Contractor to constitute an integral part of the Contract documents.

THIRD: That this Contract's initial term shall be for a period of one year commencing upon Board approval. At the discretion of the County, this Contract may be extended in increments of one year, not to exceed a total contract period of three years. The County, acting through the Director of Public Works, may give a written notice of intent to extend this Contract at least 30 days prior to the end of each term. This Contract may be canceled or terminated at any time by the County, without cause, upon the giving of at least 30 days' written notice to the Contractor.

FOURTH: That the Contractor shall bill monthly, in arrears, for the work performed during the preceding month. Work performed shall be billed at the hourly rates and unit prices quoted in Form PW-2, Schedule of Prices, set forth in the Contractor's Proposal.

FIFTH: That Public Works will make payment to the Contractor within 30 days of receipt and approval of a properly completed invoice. Each invoice shall itemize the work completed. The invoices shall be submitted to:

County of Los Angeles
Department of Public Works
Attention Fiscal Division, Accounts Payable
P.O. Box 7508
Alhambra, CA 91802-7508

SIXTH: That no cost-of-living adjustments shall be granted for the optional renewal periods.

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IN WITNESS WHEREOF, the County has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of Public Works, and the Contractor has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By _____
Director of Public Works

APPROVED AS TO FORM:

OFFICE OF THE COUNTY COUNSEL

By _____
Deputy

CAL-AIR, INC.

By _____
Its President

By _____
Its Secretary

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Bid Detail Information

Bid Number : PW-ASD 226
Bid Title : Heating, Ventilation, and Air Conditioning Services - Headquarters
Bid Type : Service
Department : Public Works
Commodity : MAINT & REPAIR - HEATING, AIR CONDITIONING AND VENTILATION
Open Date : 4/15/2004
Closing Date : 5/12/2004 5:30 PM
Bid Amount : \$ 60,000
Bid Download : Not Available
Bid Description : NOTICE IS HEREBY GIVEN that sealed proposals will be received by the County of Los Angeles Department of Public Works up to 5:30 p.m., Wednesday, May 12, 2004, for "Heating, Ventilation, and Air Conditioning Services - Headquarters." The annual cost of these services is estimated to be \$60,000.

A Proposers' Conference and walk through will be held on Wednesday, April 28, 2004, at 9 a.m., in the Alhambra Room at 900 South Fremont Avenue, Alhambra, California 91803. This facility complies with the Americans with Disabilities Act (ADA). ATTENDANCE IS MANDATORY. Public Works will reject proposals from those who do not attend this conference.

Upon request, we can provide contract information in alternate formats and/or make other accommodations for people with disabilities. To request accommodations ONLY, or for more ADA information, please contact our ADA Coordinator at (626) 458 4081 or TDD at (626) 282-7829, Monday through Thursday, from 7 a.m. to 5:30 p.m.

A copy of the specifications, terms, conditions, requirements, and proposal submittal forms may be obtained at no charge from our Lobby Cashier at the above address, Monday through Thursday, 7 a.m. to 5:30 p.m., or to have it mailed contact Ms. Marcia Lucero at (626) 458 4044 (se habla Espanol) or at mlucero@ladpw.org.

Contact Name : Marcia Lucero
Contact Phone# : (626) 458-4044
Contact Email : mlucero@ladpw.org
Last Changed On : 4/21/2004 8:20:32 AM

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FORM PW-9

County of Los Angeles
Request for Local Small Business Enterprise (SBE) Preference Program Consideration and
CBE Firm/Organization Information Form

ENCLOSURE C

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

FIRM NAME:

Cal-Air, Inc.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

☒ I AM NOT

A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.

☐ I AM

☐ As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

My County (WebVen) Vendor Number:

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure:

☐ Sole Proprietorship☐ Partnership☒ Corporation☐ Nonprofit☐ Franchise☐ Other (Please Specify):

Total Number of Employees (including owners):

252 Southern Region

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Race/Ethnic Composition	Owner/Partner/Associate Partner		Manager		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American					2	9
Hispanic/Latino						1
Asian or Pacific Islander						1
American Indian						
Filipino						
White			3	4		9

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed. N/A.

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	%
Women	%	%	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date
N/A.					

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature:

Juan Carlos Chavez

Title:

Regional Manager

Date:

5/12/04

SCOPE OF WORK

A. Public Works' Contract Manager

Public Works' Contract Manager will be Ms. Victoria Valles of Building Management Group and can be contacted at (626) 458-7393, Monday through Thursday, 7 a.m. to 5:15 p.m. The Contract Manager is the only person authorized by Public Works to request work of the Contractor. From time to time, Public Works may change Contract Managers. The Contractor shall be notified in writing when there is a change in Contract Managers.

B. Work Location

The Contractor shall provide maintenance, repairs, monitoring, and adjustments for the heating, ventilation, and air-conditioning (HVAC) equipment at Public Works' Headquarters and Annex facilities.

C. Work Description

The Contractor shall provide quarterly, semi-annual, and annual preventive maintenance services as specified by the respective manufacturer manuals. Manuals will be provided by Public Works upon request after this Contract is awarded.

1. Preventive maintenance for the Headquarters and Annex facilities as specified in the manufacturer manuals, equipment items list at least as often as specified in the attached Maintenance Schedule (Exhibit E).
2. Contractor shall provide a complete written report of overall equipment condition and recommendations documenting the results of the semi-annual and annual maintenance inspections.
3. The Contractor shall provide as-needed technical repairs to Public Works' Energy Management Control System (Novar). Novar Equipment operates and monitors many of the equipment items described as the items for inventory in Exhibit E. As-needed response time shall be within 24 hours.
4. The Contractor shall provide mechanical repairs to the equipment listed in Section D, Equipment to be

Serviced, to include adjustments, inspections, maintenance, and repair. Hourly rates specified in Form PW-2, Schedule of Prices, shall also apply to HVAC units not included in the inventory. The work must be authorized by the Public Works Contract Manager after the Contractor and the County agree on the scope, schedule, and price of the job.

D. Equipment to be Serviced

Headquarters:

	EQUIPMENT	MODEL NO.	SERIAL NO.
1.	AJAX No. 1 Boiler	WGB-4750	70-AC2-355
2.	AJAX No. 2 Boiler	WGB-4750	70-AC2-3957
3.	RAYPAK Hot Water Boiler	WH8-0992	0107184387
4.	TRANE No. 2 Chiller	CVH640	L96M09284
5.	TRANE No. 1 Chiller	CVH640	L97A00683

Second Floor - Renovation:

6.	PAC1, Carrier 50AH036/AC package unit overhead/dispatch/heater
7.	AC 1 Carrier 50AH024/AC package unit/cooling only/blue room
8.	AC 2 Carrier 50AH024/AC package unit/cooling only/UPS room

Annex:

	EQUIPMENT	MODEL NO.	SERIAL NO.
9.	TRANE Package Units	SWUD032FDA	T88M00215
10.	TRANE Package Units	SWUD042FDA	T88M00216
11.	TRANE Package Units	SWUD042FDA	T88M00217
12.	DATA AC No. 3	24W4	M23MD228-CRU1

13.	LEIBERT CRU2 DH380A-AAES/CDF510A
14.	LEIBERT CRU3 DH380A-AAES/CDF510A
15.	LEIBERT CRU4 DH380A-AAES/CDF510A

E. Hours and Days of Service

Hours of services shall be 7 a.m. to 5 p.m., Monday through Friday, except as other days and hours of service may be authorized by the Contract Manager.

F. Utilities

The County will provide utilities.

G. Storage Facilities

The County will provide limited site storage for the Contractor to store only material, equipment, and supplies related to this Contract.

H. Removal of Debris

All debris derived from the heating, ventilation, and air conditioning services specified herein shall be removed from Public Works' property and disposed of at the Contractor's expense.

I. Special Safety Requirements

All Contractor operators shall be expected to observe all applicable State of California Occupational Safety and Health Agency (Cal/OSHA) and Public Works safety requirements while at Public Works' jobsites.

J. Responsibilities of Public Works

Public Works will determine the need for, and provide, jobsite inspection.

K. Project Safety Official

The Contractor shall designate in writing a Project Safety Official who shall be thoroughly familiar with the Contractor's Injury and Illness Prevention Program (IIPP) and Code of Safe Practices (CSP). The Contractor's Project Safety Official shall be available at all times to abate any potential safety hazards and shall have the authority and responsibility to shut down an operation, if necessary. Failure by the Contractor to provide the required Project Safety Official shall be grounds for the County to direct the cessation of all work activities and operations at no cost to the County until such time as the Contractor is in compliance. The Contractor shall comply with Public Works' Administrative Directive G120, Lockout Blockout Procedure and Policy, for the lockout blockout of equipment. The Contractor will be provided the hazardous materials survey for the facility which locates any asbestos containing materials (ACM). The Contractor shall provide staff trained at asbestos awareness level to recognize the presence and health hazards associated with ACM. The Contractor will not be responsible for any abatement of ACM. Public Works will provide the abatements necessary to complete any maintenance or repairs.

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SERVICE CONTRACT GENERAL REQUIREMENTS

SECTION 1

INTERPRETATION OF CONTRACT

A. Headings

The headings herein contained are for convenience and reference only and are not intended to define or limit the scope of any provision thereof.

B. Definitions

Whenever in the Request for Proposals, Contract, Specifications, Terms, Requirements, and Conditions the following terms are used, the intent and meaning shall be interpreted as follows:

Board. The Board of Supervisors of the County of Los Angeles and Ex-Officio Board of Supervisors of the Los Angeles County Flood Control District.

Contract. The written agreement covering the performance of the service and the furnishing of labor, materials, supervision, and equipment in the performance of the service. The Contract shall include the Specifications, together with any special provisions thereof. Included are all supplemental agreements amending or extending the service to be performed which may be required to supply acceptable services specified herein.

Contractor. The person or persons, partnership, joint venture, corporation or other entity who has entered into an agreement with the County to perform or execute the work covered by these Specifications.

Contract Work/Work. The entire contemplated work of construction, maintenance, and repair to be performed and services rendered as prescribed in the Specifications and covered by this Contract.

County. Includes County of Los Angeles, County of Los Angeles Department of Public Works, Los Angeles County Flood Control District, Los Angeles County Road Department, and/or Los Angeles County Engineer.

Director. The Director of Public Works, County of Los Angeles, as used herein, includes the Road Commissioner, County of Los Angeles; County Engineer, County of Los Angeles; Chief Engineer, Los Angeles County Flood Control District; and/or their authorized representative(s).

District. Los Angeles County Flood Control District, County of Los Angeles Department of Public Works, County of Los Angeles Sewer Maintenance Districts, and/or County of Los Angeles Waterworks Districts.

Proposal. The written instrument which a Contractor submitted in conformance with the solicitation document (Request for Proposals).

Proposer. Any individual, firm or corporation submitting a priced Proposal for the work, acting directly or through a duly authorized representative.

Public Works. County of Los Angeles Department of Public Works.

Solicitation. Request for Proposals or Request for Quotation.

Specifications. The directions, provisions, and requirements contained herein and as supplemented by such special provisions as may be necessary pertaining to method, manner, and place of performing the work under this Contract.

C. Director to Interpret Contract

Should there be any uncertainty, ambiguity, or discrepancy in the terms or provisions hereof, or should any misunderstanding arise as to the interpretation to be placed upon any position hereof or the applicability of the provisions hereunder, the Director will be consulted. The Director's decision thereon will be final and conclusive.

SECTION 2

GENERAL CONDITIONS OF CONTRACT WORK

A. Labor

No person shall be employed on any work under this Contract who is found to be intemperate, troublesome, disorderly, or is otherwise objectionable to Public Works. Any such person shall be reassigned immediately and not again employed on Public Works projects.

B. Public Convenience

The Contractor shall so conduct operations to cause the least possible obstruction and inconvenience to public traffic or disruption to the peace and quiet of the area within which the work is being performed.

C. Cooperation

The Contractor shall cooperate with Public Works forces engaged in any other activities at the jobsite. The Contractor shall carry out all work in a diligent manner and according to instructions of the Director.

D. Care and Protection of Facilities

The Contractor shall recognize that any damage to Public Works' facilities from Contractor negligence shall, to Public Works' satisfaction, be repaired at the Contractor's expense. The Contractor shall be responsible for the security of any and all of Public Works facilities in its care. The Contractor shall provide protection against vandalism, accidental, or malicious damage, both during working and nonworking hours.

E. Equipment, Labor, Supervision, and Materials

All equipment, labor, supervision, and materials required to accomplish this Contract, except as might be specifically outlined in other sections, shall be provided by the Contractor.

F. Permits/Licenses

The Contractor shall be fully responsible for possessing or obtaining any required permits/licenses from the appropriate Federal, State, or local authorities for work to be accomplished under this Contract.

G. Quality of Work

The Contractor shall provide the quality of work under this Contract which is at least equivalent to that which the Contractor provides to all other clients it serves. All work shall be executed by experienced workers. All work shall be under supervision of a well-qualified supervisor(s). The Contractor also agrees that work shall be furnished in a professional manner and according to these Specifications.

H. Cooperation and Collateral Work

The Contractor shall perform work as directed by the Director. The Director will be supported by other Public Works personnel in assuring satisfactory performance of the work under these Specifications and that satisfactory contract controls and conditions are maintained.

I. Authority of Public Works and Inspection

The Director will have the final authority in all matters affecting the work covered by this Contract's Terms, Requirement, Conditions, and Specifications. On all questions relating to work acceptability or interpretations of these Terms, Requirements, Conditions, and Specifications, the decision of the Director will be final.

J. Safety Requirements

The Contractor shall be responsible for the safety of equipment, material, and personnel under the Contractor's jurisdiction during the work.

K. Public Safety

It shall be the Contractor's responsibility to maintain security against public hazards at all times while performing work at Public Works' jobsites.

L. Work Area Controls

The Contractor shall comply with all applicable laws and regulations. The Contractor shall maintain work area in a neat, orderly, clean, and safe manner. The Contractor shall avoid spreading out equipment excessively. Location and layout of all equipment and materials at each jobsite will be subject to the Director's approval.

M. Transportation

Public Works will not provide transportation to and from the jobsite, nor travel around the limits of the jobsite.

N. Storage of Material and Equipment

The Contractor shall not store material or equipment at the jobsite, except as might be specifically outlined in other sections. Public Works will not be liable or responsible for any damage, by whatever means, or for the theft of the Contractor's material or equipment from any jobsite.

O. Jobsite Safety

The Contractor shall be solely responsible for ensuring that all work performed under this Contract is performed in strict compliance with all applicable Federal, State, and local occupational safety regulations. The Contractor shall provide at its expense all safeguards, safety devices and protective equipment, and shall take any and all actions appropriate to providing a safe jobsite.

P. Recycled-Content Paper Products

Consistent with Board policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible under this Contract.

Q. Liquidated Damages

1. In any case of the Contractor's failure to meet certain specified performance requirements, the County may, in lieu of other remedies provided by law or the Contract, assess liquidated damages in specified sums and deduct them from any regularly scheduled payment to the Contractor. However, neither the provision of a sum of liquidated damages for nonperformance or untimely or inadequate performance nor the County's acceptance of liquidated damages shall be construed to waive the County's right to reimbursement for damage to its property or indemnification against third-party claims.
2. The amounts of liquidated damages have been set in recognition of the following circumstances existing at the time of the formation of the Contract:
 - All the time limits and acts required to be done by both parties are of the essence of the Contract;
 - The parties are both experienced in performance of the Contract work;
 - This Contract contains a reasonable statement of the work to be performed in order that the expectations of the parties to the Contract are

realized. The expectation of the County is that the work will be performed with due care in a workmanlike, competent, timely, and cost-efficient manner, while the expectation of the Contractor is a realization of a profit through the ability to perform the Contract work in accordance with the terms and conditions of the Contract at the Proposal price;

- The parties are not under any compulsion to contract;
 - The Contractor's acceptance of the assessment of liquidated damages against it for unsatisfactory and late performance is by agreement and willingness to be bound as part of the consideration being offered to the County for the award of this Contract;
 - Except where the County has incurred the cost of obtaining substitute performance, it would be difficult for the County to prove the loss resulting from nonperformance or untimely, negligent, or inadequate performance of the work; and
 - The liquidated sums specified represent a fair approximation of the damages incurred by the County resulting from the Contractor's failure to meet the performance standard as to each item for which an amount of liquidated damages is specified.
3. The Contractor shall pay Public Works, or Public Works may withhold from monies due the Contractor, liquidated damages in the sum of \$100 for each consecutive calendar day that the Contractor fails to complete work within the time specified unless otherwise provided in this Contract.

SECTION 3

STANDARD TERMS AND CONDITIONS PERTAINING TO CONTRACT

ADMINISTRATION

A. Limitation of the County's Obligation Due to Non-appropriation of Funds

1. The County's obligation is payable only and solely from funds appropriated for the purpose of this Contract.
2. All funds for payments after June 30 of the current fiscal year are subject to the County's legislative appropriation for this purpose. Payments during subsequent fiscal periods are dependent upon the same action.
3. In the event this Contract extends into succeeding fiscal year periods, and if the governing body appropriating the funds does not allocate sufficient funds for the next succeeding fiscal year's payments, then the affected equipment and/or work shall be terminated as of June 30 of the then current fiscal year. The County shall notify the Contractor in writing of such nonallocation at the earliest possible date.

B. Gratuitous Work

The Contractor agrees that should work be performed outside the scope of work indicated and without Public Works' prior written approval according to this Exhibit's Section 3.U, Changes and Amendments of Terms, such work shall be deemed to be a gratuitous effort by the Contractor, and the Contractor shall have no claim, therefore, against the County.

C. No Payment for Services Following Expiration or Termination of Contract

The Contractor shall have no claim against the County for payment of any money or reimbursement of any kind whatsoever for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify the County and shall immediately repay all such funds to the County. Payment by the County for services/work rendered after expiration or other termination of this Contract shall not constitute a waiver of the County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

D. Nondiscrimination in Employment

1. The Contractor shall ensure that qualified applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, national origin, age, condition of physical or mental disability, marital status, political affiliation, sexual orientation, or gender. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship.
2. The Contractor shall deal with its subcontractors, bidders, or vendors without regard to, or because of, race, color, religion, ancestry, national origin, age, condition of physical or mental disability, marital status, political affiliation, sexual orientation, or gender.
3. The Contractor shall allow the County representative access to its employment records during regular business hours to verify compliance with the provisions of this section when so requested by the County.
4. If the County finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which the County may determine to cancel, terminate, or suspend this Contract. While the County reserves the right to determine independently that the antidiscrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated State or Federal antidiscrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the antidiscrimination provisions of this Contract.
5. The parties agree that in the event the Contractor violates the antidiscrimination provisions of this Contract, the County shall, at its option, be entitled to a sum of \$500 pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Contract.

E. Assignment

1. The Contractor may not delegate its duties or assign its rights under this Contract, either in whole or in part, without the prior written consent of the Director. Any prohibited delegation of duties or assignment of rights under this Contract shall be null and void and shall constitute a breach for which the Contract may be terminated. Any payments to any assignee of any claim under this Contract in consequence of such consent shall be subject to set-off, recoupment, or other reduction for any claim which the County may have.
2. Any delegation of duties or assignment of rights, including but not limited to a merger, acquisition, asset sale and the like, shall be in the form of a subcontract or formal assignment, as applicable. The Contractor's request to the Director for approval of an assignment shall include all applicable information that must be submitted with a request by the Contractor to the County for approval of a subcontract of the Contract work.

F. Subcontracting

1. No performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the County. Any attempt by the Contractor to subcontract any performance of the terms of this Contract without the express written consent of the County shall be null and void and shall constitute a breach of the terms of this Contract. In the event of such a breach, this Contract may be terminated forthwith.
2. In the event the County should consent to subcontracting, each and all of the provisions of this Contract and any amendment thereto shall extend to and be binding upon and inure to the benefit of the successors or administrators of the respective parties.
3. In the event the County should consent to subcontracting, the Contractor shall include in all subcontracts the following provision: "This Agreement is a subcontract under the terms of a prime contract with the County of Los Angeles. All representations and warranties shall inure to the benefit of the County of Los Angeles."
4. Any third party delegate(s) appointed by the Contractor shall be specified in writing to the Director for advance concurrence.

5. No subcontractor shall be recognized or dealt with by the Board or any of the persons chargeable with the enforcement of this Contract. The Contractor shall, at all times, be personally responsible for the performance of this Contract.

G. Child Support Compliance Program

As required by the County's Child Support Compliance Program (Los Angeles County Code Chapter 2.200), Contractor shall maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653) and California Unemployment Insurance Code Section 1088.5, and shall implement lawfully served Wage and Earnings Withholding Orders or District Attorney Notice of Wage Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedures, Section 706.031 and Family Code, Section 5246(b).

H. Assurance of Compliance with Civil Rights Laws

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000e through 2000e(17), to the end that no person shall, on the grounds of race, creed, color, gender, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

I. Compliance with Laws

1. The Contractor agrees to comply with all applicable Federal, State, and local laws, rules, regulations, or ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference.
2. The Contractor agrees to indemnify and hold the County harmless from any loss, damage, or liability resulting from a violation on the part of the Contractor of such laws, rules, regulations, or ordinances.

J. Covenant Against Contingent Fees

1. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

2. For breach or violation of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from this Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

K. Governing Laws

This Contract shall be construed in accordance with and governed by the laws of the State of California.

L. Termination for Improper Consideration

1. County may, by written notice to Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, County shall be entitled to pursue that same remedies against Contractor as it could pursue in the event of default by the Contractor.
2. Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 554-6861. Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment or tangible gifts.

M. Notice of Delay

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within five days, give notice thereof, including all relevant information with respect thereto, to the other party.

N. Record Retention and Inspection

The Contractor agrees that the County or any duly authorized representative shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, time cards, or other records relating

to this Contract. Such material, including all pertinent costs, accounting, financial records, and proprietary data, shall be kept and maintained by the Contractor, at a location in Los Angeles County, for a period of five years after completion of this Contract unless the County's written permission is given to dispose of material prior to the end of such period.

O. Validity

The invalidity in whole or in part of any provision of this Contract shall not void or affect the validity of any other provision.

P. Waiver

No waiver of a breach of any provision of this Contract by either party shall constitute a waiver of any other breach of said provision or any other provision of this Contract. Failure of either party to enforce at anytime or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.

Q. Disclosure of Information

1. The Contractor shall not disclose any details in connection with this Contract to any party, except as may be otherwise provided herein or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publicizing its role under this Contract within the following conditions:
2. The Contractor shall develop all publicity material in a professional manner.
3. During the course of performance of this Contract, the Contractor, its employees, agents, and subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions or feature articles using the name of the County without the prior written consent of the Chief Administrative Officer and County Counsel. The County shall not unreasonably withhold written consent and approval by the County may be assured in the event no adverse comments are received in writing within two weeks after submittal.

4. The Contractor may, without prior written permission of the County, indicate in its proposals and sales materials that it has been awarded a Contract to provide these services, provided that the requirements of this Article shall apply.

R. Default and Termination

1. Default

- a. The County may, subject to the provisions of subsection c (pertaining to defaults of subcontractors) below, by written notice of default to the Contractor, terminate the whole or any part of this Contract in any one of the following circumstances:
 - i. If the Contractor fails to perform the work within the time specified herein or any extension thereof; or
 - ii. If the Contractor fails to perform any of the other provisions of this Contract, or so fails to make progress as to endanger performance of this Contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of 10 calendar days (or such longer period as the County may authorize in writing) after receipt of notice from the County specifying such failure.
- b. In the event the County terminates this Contract in whole or in part as provided in Subsection 'a' above, the County may procure, upon such terms and in such manner as the County may deem appropriate, services similar to those so terminated, and the Contractor shall be liable to the County for any excess costs for such similar services, provided that the Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this clause.
- c. Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of the Federal or State government in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes,

freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

- d. If, after Notice of Termination of this Contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued pursuant to Section 3, Paragraph R.4, Termination for Convenience.
- e. The rights and remedies of the County provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- f. As used herein, the terms "subcontractor" and "subcontractors" mean persons, companies, corporations, or other organizations furnishing supplies, services of any nature, equipment, or materials to Contractor, at any tier, under oral or written agreement.

2. Default for Insolvency

The County may cancel this Contract forthwith for default in the event of the occurrence of any of the following:

- a. Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Law or not.
- b. The filing of a voluntary petition to have the Contractor declared bankrupt.

- c. The appointment of a Receiver or Trustee for the Contractor.
- d. The execution by the Contractor of an assignment for the benefits of creditors.
- e. The rights and remedies of the County provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

3. Unsatisfactory Service

Public Works reserves the right to cancel these services upon giving 14 days' written notice if the work is deemed unsatisfactory in the Director's opinion.

4. Termination for Convenience

It is not the intent of the County to terminate this Contract before the completion of all items except for sound business reasons of which the County shall be the sole judge, however, and notwithstanding:

- a. The County reserves the right to renegotiate the terms of this Contract to reduce the Contractor's compensation in the event such reduction is necessary, in the sole discretion of the County, to achieve County budget reductions. Nothing in this paragraph is intended to diminish the County's right to terminate this Contract as provided herein.
- b. The County may at any time terminate this Contract, or any portion thereof, without liability (except as hereinafter provided) by delivering to the Contractor written notice specifying the desired termination date at least 30 days in advance thereof.
- c. If this Contract is terminated, the Contractor shall, within 30 days of the Notice of Termination, complete those items of work which are in various stages of completion which the Director determines are necessary to bring the work to a timely, logical, and orderly end. Reports, samples, and other materials prepared by the Contractor under this Contract shall be delivered to the County upon request and shall become the property of the County.

intended and by depositing such envelope with postage prepaid in the United States Post Office or any substation thereof, or any public box, and any such notice and the envelope containing the same shall be addressed to the Contractor at its place of business, or such other place as may be hereinafter designated in writing by the Contractor. The notices and envelopes containing the same to the County shall be addressed to:

Chief Deputy Director
County of Los Angeles Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

In the event of suspension or termination of this Contract, notices may also be given upon personal delivery to any person whose actual knowledge of such suspension or termination would be sufficient notice to the Contractor. Actual knowledge of such suspension or termination by an individual Contractor or by a copartner, if the Contractor is a partnership; or by the president, vice president, secretary or general manager, if the Contractor is a corporation; or by the managing agent regularly in charge of the work on behalf of said Contractor shall in any case be sufficient notice.

T. County Lobbyists

The Contractor certifies that it and each County lobbyist or County lobbying firm, as defined in Los Angeles County Code Section 2.160.010, retained by the Contractor are familiar with the requirements of the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of the Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach upon which the County may immediately terminate or suspend this Contract.

U. Changes and Amendments of Terms

The County reserves the right to change any portion of the work required under this Contract, or amend such terms and conditions which may become necessary. Any such revisions shall be accomplished in the following manner:

1. For any change which does not materially affect the scope of work, period of performance, payments, or any material term or condition included in this Contract, a Change Notice shall be prepared and signed by the Director and Contractor.

2. For any revision which materially affects the scope of work, period of performance, payments, or any material term or condition included in this Contract, a negotiated modification to this Contract shall be executed by the Board and the Contractor.
3. To the extent that extensions of time for Contractor performance do not impact either scope or cost of this Contract, Public Works may, at its sole discretion, grant the Contractor extensions of time provided, however, that the aggregate of all such extensions during the life of this Contract shall not exceed 60 days.

V. Confidentiality

The Contractor shall maintain the confidentiality of all its records relating to this Contract, according to all applicable Federal, State, and County laws, regulations, ordinances, and directives relating to confidentiality. The Contractor shall inform all of its officers, employees, and agents providing services hereunder of the confidentiality provisions of this Contract. :

W. Quantities of Work

The Contractor shall be allowed no claims for anticipated profits or for any damages of any sort because of any difference between the estimated and actual quantities of work done or for work decreased or eliminated by the County.

X. County's Quality Assurance Plan

The County or its agent will evaluate Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all Contract terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of this Contract in jeopardy, if not corrected, will be reported to the Board. : The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Contract or impose other penalties as specified in this Contract.

Y. County's Policy on Child Support Laws

Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County contractors to voluntarily post the County's "L.A.'s

Most Wanted: Delinquent Parents List" in a prominent position at Contractor's place of business. County will supply Contractor with the poster to be used.

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SECTION 4

INDEMNIFICATION AND INSURANCE REQUIREMENTS

A. Independent Contractor Status

This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, between the County and Contractor.

Contractor understands and agrees that all persons furnishing services to County pursuant to this Contract are, for all purposes including, but not limited to Workers' Compensation liability, employees solely of Contractor and not of County.

Contractor shall bear the sole responsibility and liability for furnishing Workers' Compensation and all other benefits required by law to any person for injuries arising from or connected with services performed on behalf of Contractor pursuant to this Contract.

B. Indemnification

The Contractor shall indemnify, defend, and hold harmless the County, its special districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Contract.

C. Workplace Safety Indemnification

In addition to and without limiting the indemnification required by Section 4.B (above), and to the extent allowed by law, the Contractor agrees to defend, indemnify and hold harmless the County, its special districts, and its officers, employees and agents from and against any and all investigations, complaints, citations, liability, expense (including defense costs and legal fees), claims, and/or causes of action for damages of any nature whatsoever, including but not limited to injury or death to employees of the Contractor, its subcontractors or County, attributable to any alleged act or omission of the Contractor and/or its subcontractors which is in violation of any Cal/OSHA regulation. The obligation to defend, indemnify and hold harmless includes all investigations and proceedings associated with purported violations of Section 336.10 of Title 8 of the California Code of Regulations pertaining to multi-employer worksites. Contractor shall not be obligated

to indemnify for liability and expenses arising from the active negligence of the County. The County may deduct from any payment otherwise due the Contractor any costs incurred or anticipated to be incurred by the County, including legal fees and staff costs, associated with any investigation or enforcement proceeding brought by Cal/OSHA arising out of the work being performed by the Contractor under this Contract.

D. General Insurance Requirements

1. Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County, and such coverage shall be provided and maintained at Contractor's own expense.
2. Evidence of Insurance : - Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to Administrative Services Division, P.O. Box 1460, Alhambra, California 91802-1460, prior to commencing work under this Contract. Such certificates or other evidence shall:
 - a. Specifically identify this Contract.
 - b. Clearly evidence all coverage required in this Contract.
 - c. Contain the express condition that County is to be given written notice by mail at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance.
 - d. Include copies of the additional insured endorsement to the commercial general liability and automobile policies, adding the County, its special districts, its officials, officers, and employees as insureds for all activities arising from this Contract.
 - e. Identify any deductibles or self-insured retentions for County's approval. The County retains the right to require Contractor to reduce or eliminate such deductibles or self-insurance retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including but not limited to expenses or fees, or both, related to investigations, claims

administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

3. Insurer Financial Rating - Insurance is to be provided by an insurance company acceptable to the County with an A. M. Best rating of not less than A:VII, unless otherwise approved by County.
4. Failure to Maintain Coverage - Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of contract upon which the County may immediately terminate or suspend this Contract. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.
5. Notification of Incidents, Claims, or Suits - Contractor shall report to County's Project Manager:
 - a. Any accident or incident relating to work performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence.
 - b. Any third-party claim or lawsuit filed against the Contractor arising from or related to work performed by Contractor under this Contract.
 - c. Any injury to a Contractor's employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report."
 - d. Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to Contractor under the terms of this Contract.

E. Compensation for County Costs

In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

F. Insurance Coverage Requirements for Subcontractors

Contractor shall ensure any and all subcontractors performing services under this Contract meets the insurance requirements of this Contract by either:

1. Contractor providing evidence of insurance covering the activities of subcontractor; or
2. Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

G. Insurance Coverage Requirements

1. General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following (can be met by a combination of primary and excess insurance coverage):
 - a. General Aggregate: \$2 million
 - b. Products/Completed Operations Aggregate:\$1 million
 - c. Personal and Advertising Injury: \$1 million
 - d. Each Occurrence: \$1 million
2. Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned," "nonowned," and "hired" vehicles, or coverage for "any auto." (Can be met by a combination of primary and excess insurance coverage).
3. Workers' Compensation and Employers' Liability insurance providing Workers' Compensation benefits, as required by the Labor Code of the State of California, or by any other State for which the Contractor is responsible. If Contractor's employees will be engaged in maritime employment, coverage shall provide Workers' Compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act, or any other Federal law for which the Contractor is responsible.
4. In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:
 - a. Each Accident: \$1 million

- b. Disease - policy limit: \$1 million
 - c. Disease - each employee: \$1 million
5. As a condition precedent to its performance pursuant to this Contract, the Contractor, by and through its execution of this Contract, certifies that it is aware of, and understands, the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability of Workers' Compensation or to undertake self-insurance in accordance with those provisions before commencing the performance of work under this Contract, and agrees to fully comply with said provisions.
6. Property Coverage insurance shall be endorsed naming the County as loss payee, provide deductibles of no greater than five percent of the property value, and shall include:
- a. Personal Property: Automobiles and Mobile Equipment - Special form "all risk" coverage for the actual cash value of County-owned or leased property.
 - b. Real Property and All Other Personal Property - Special form "all risk" coverage for the full replacement value of County-owned or leased property.

SECTION 5

LABOR RELATIONS AND RESPONSIBILITIES

A. Labor Law Compliance

The Contractor, its agents and employees shall be bound by and shall comply with all applicable provisions of the Labor Code of the State of California, as well as all other applicable Federal, State, and local laws related to labor. The Contractor shall comply with Labor Code Section 1777.5 with respect to the employment of apprentices.

B. Overtime

Eight hours labor constitutes a legal day's work. Work in excess thereof, or greater than 40 hours during any one week, shall be permitted only as authorized by Labor Code Section 1815.

C. Prohibition Against Use of Child Labor

1. The Contractor shall:

- a. Not knowingly sell or supply to County any products, goods, supply, or other personal property manufactured in violation of child labor standards set by the International Labor Organization through its 1973 Convention Concerning Minimum Age for Employment;
- b. Upon request by County, provide the country/countries of origin of any products, goods, supplies, or other personal property Contractor sells or supplies to County; and
- c. Upon request by County, provide to County the manufacturer's certification of compliance with all international child labor conventions.
- d. Should County discover that any products, goods, supplies, or other personal property sold or supplied by Contractor to County are produced in violation of any international child labor conventions, Contractor shall immediately provide an alternative, compliant source of supply.

2. Failure by Contractor to comply with provisions of this clause will be grounds for immediate cancellation of this Contract.

D. Consideration of Hiring GAIN/GROW Employees

Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by category to the Contractor.

E. Notice to Employees Regarding the Federal-Earned Income Credit

Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal-Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015 (Exhibit C).

F. Legal Status of Contractor's Personnel at Facility

Contractor warrants that it fully complies with all laws regarding employment of aliens and others, and that all of its employees performing services hereunder meet the citizenship or alien status requirements contained in Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (PL. 99-603). Contractor shall obtain from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for all covered employees for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless, the County, its officers and employees from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Contract.

G. Prevailing Wage

The Director of the Department of Industrial Relations, State of California, has ascertained the prevailing rate of per diem wages in dollars, based on a working day of eight hours, for each craft or type of worker or mechanic needed to execute any construction or maintenance contract which

may be awarded by Public Works. The current prevailing wage rates as adopted by the Director of the Department of Industrial Relations are incorporated herein by reference and may be accessed at <http://www.dir.ca.gov/>.

The Contractor is required to pay the prevailing wage rate referred to above and is responsible for selecting the classification of workers which will be required to perform this service in accordance with the Contractor's method of performing the work. Pursuant to Section 1775, Labor Code (State of California), Contractor shall forfeit \$50 for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing wage rates for any public work done under this Contract or by any subcontractor.

H. Consideration of Hiring County Employees Targeted for Layoffs

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified permanent County employees who are targeted for layoff or qualified former County employees who are on a reemployment list during the life of this Contract.

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SECTION 6

CONTRACTOR RESPONSIBILITY AND DEBARMENT

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- A. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the proposed Contract. It is the County's policy to conduct business only with responsible contractors.
- B. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding on County contracts for a specified period of time not to exceed three years, and terminate any or all existing contracts the Contractor may have with the County.
- C. The County may debar a contractor if the Board finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a contract with the County; (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.
- D. If there is evidence that the Contractor may be subject to debarment, Public Works will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a proposed decision, which will contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.

- F. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board will be presented to the Board. The Board will have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- G. These terms shall also apply to subcontractors of the Contractor.

SECTION 7

CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM

A. Contract Subject to Jury Service Program

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service (Jury Service Program) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

B. Written Employee Jury Service Policy

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employee deposit any fees received for such jury service with the Contractor or that the Contractor deducts from the Employee's regular pay the fees received for jury service.
2. For purposes of this Section, "Contractor" means a person, partnership, corporation, or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard and is approved as such by the County. If Contractor uses any subcontractor to perform services for the County under this Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If Contractor is not required to comply with the Jury Service Program when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes

within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this Section of this Contract may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

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SECTION 8

LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM

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- A. This Contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- B. Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.
- C. Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.
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- D. If Contractor has obtained County certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:
1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).
- E. The above penalties shall also apply if Contractor is no longer eligible for certification as a result of a change of its status and Contractor failed to notify the State and the County's Office of Affirmative Action Compliance of this information.

SECTION 9

SAFELY SURRENDERED BABY LAW PROGRAM

A. Notice to Employees Regarding the Safely Surrendered Baby Law

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit D to this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

B. Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

P:\aspub\CONTRACT\Leticia\HVAC-HQ\2004\Part II Exh B Serv Cont Gen Req.doc



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2003)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

A change to note. Workers **cannot** claim the EIC if their 2003 investment income (such as interest and dividends) is over \$2,600.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on **Form W-4**, Employee's Withholding Allowance Certificate.

Note: You are encouraged to notify each employee whose wages for 2003 are less than \$34,692 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS **Form W-2**, Wage and Tax Statement, which has the required information about the EIC on the back of **Copy B**.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- **Notice 797**, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 9, 2004.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-829-3676, or from the IRS website at www.irs.gov.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2003 instructions for Form 1040, 1040A, 1040EZ, or **Pub. 596**, Earned Income Credit (EIC).

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2003 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2003 and owes no tax but is eligible for a credit of \$791, he or she must file a 2003 tax return to get the \$791 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2004 can get part of the credit with their pay during the year by giving you a completed **Form W-5**, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see **Circular E (Pub. 15)**, Employer's Tax Guide.

Notice 1015
(Rev. 12-2003)



No shame. No blame. No names.

Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.



In Los Angeles County

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director



Los Angeles County Board of Supervisors
Gloria Molina, Supervisor, First District

Yvonne Brundage Burke, Supervisor, Second District

Zygmuntowicz, Supervisor, Third District

Bonnie Be, Supervisor, Fourth District

Michael D. Antonowich, Supervisor, Fifth District

This initiative is a joint effort of the State of California and the City of Los Angeles.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safety Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safety Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardino Medical Center in San Bernardino under the provisions of the California Safety Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

What is the Safety Surrendered Baby Law?

California's Safety Surrendered Baby Law allows parents to give up their baby confidentially as long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Sin pena. Sin culpa. Sin peligro.

Los recién nacidos pueden ser entregados
en forma segura en la sala de emergencia de
cualquier hospital o en un estanco de bomberos
del Condado de Los Angeles.



En el Condado de Los Angeles:

1-877-BABY SAFE

1-877-222-9723

www.babysafe.la.org



Estado de California
GOVERNOR

Agencia de Salud y Servicios Humanos
Los Angeles County Department of Health
Community Health Services

Departamento de Servicios Sociales
Los Angeles County Department of Social Services
Rita L. Ortiz, Directora



Consejo de Supervisores del Condado de Los Angeles
Director General Supervisor del Segundo Distrito
Wanda Garcia, Supervisor del Segundo Distrito
Director General Supervisor del Tercer Distrito
John S. Gattuso, Supervisor del Tercer Distrito
Director General Supervisor del Cuarto Distrito
Michael J. Hargrave, Supervisor del Cuarto Distrito

Establecimiento de entrega de bebés en la 5 LA y 10th LINE de Los Angeles

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

**Cada recién nacido merece una
oportunidad de tener una vida saludable.
Si alguien que usted conoce está pensando
en abandonar a un recién nacido, infórmele
qué otras opciones tiene.**

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarnos a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

MAINTENANCE SCHEDULE

Qty	Description	Maintenance Schedule											
1	A-Routine Service Check	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB
	Check and Set Time Clocks [50]	X			X			X			X		
	Inspect Oil Levels [51]	X			X			X			X		
	Check Machine General Conditions [52]	X			X			X			X		
	Check for Visible Leaks [53]	X			X			X			X		
	Check for Safety Hazards [54]	X			X			X			X		
	General Maintenance [58]	X			X			X			X		

Qty	Description	Maintenance Schedule											
3	HVAC Package Unit	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB
	Check Coil Condition [50]	X			X			X			X		
	Check Control Set Points [51]	X			X			X			X		
	Check Safeties [52]	X			X			X			X		
	Check Expansion Valves [53]	X			X			X			X		
	Check Reversing Valve [54]	X			X			X			X		
	Check Crankcase Heater [55]	X			X			X			X		
	Check Unit Charge [56]	X			X			X			X		
	Check Evaporator TD [57]	X			X			X			X		
	Check Condensate Pan and Drain [58]	X			X			X			X		
	Check Economizer Operation [60]	X			X			X			X		
	Check Belt(s) [61]	X			X			X			X		
	Check Drive Condition [62]	X			X			X			X		
	Check Fan Condition [63]	X			X			X			X		
	Check for Proper Fan Rotation [64]	X			X			X			X		
	Visual Inspection of Alignment [65]	X			X			X			X		
	Check Contractor and Points [66]	X			X			X			X		
	Check Electrical Connections [67]	X			X			X			X		
	Check Motor Operation [70]	X			X			X			X		
	Lubricate as Required [71]	X			X			X			X		

Qty	Description	Maintenance Schedule											
2	Centrifugal Chiller	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB
	Sequence Controls [50]				X								
	Calibrate Controls and Safeties [51]				X								
	Check Control Setpoints [52]				X								
	Check Operating Current [55]				X								
	Check Starter [56]				X								
	Check Electrical Contacts [57]				X								
	Check Electrical Connections [58]				X								
	Check Refrigerant Charge [59]				X								
	Check for Visible Leaks [60]				X								
	Check Oil Heater [61]				X								
	Check Vane Operation [63]				X								
	Check Purge Sight Glass [66]				X								
	Log Chilled Water Supply Temp [67]				X								
	Log Chilled Water Return Temp [68]				X								
	Log Cond Water Supply Temp [69]				X								
	Log Cond Water Return Temp [70]				X								
	Log Evaporator Pressure [71]				X								
	Log Cond Refrigerant Pressure [72]				X								
	Log Oil Pressure [73]				X								
	Log Oil Temperature [74]				X								

Qty	Description	Maintenance Schedule											
		MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB
	Perform (2) Chiller Annual Inspec [0]											X	

PROPOSAL FOR HEATING, VENTILATION & AIR CONDITIONING SERVICES - HEADQUARTERS

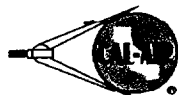


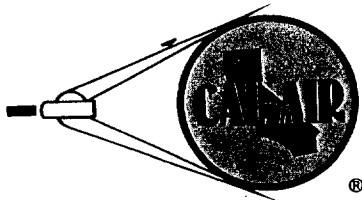
County of Los Angeles
Department of Public Works

PRESENTED TO:
**COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS
900 South Fremont Avenue
Alhambra, CA 91803**

*Prepared by
J.C. Chavez – Regional Manager
Cal-Air, Inc.
12393 Slauson Ave.
Whittier, CA 90606
800 2 CAL-AIR*

May 12, 2004





Since 1953

CAL-AIR, INC.
12393 Slauson Avenue
Whittier, CA 90606
562/698-8301

Lic. # 137195

May 12, 2004

County of Los Angeles
Department of Public Works
900 South Fremont Avenue
Alhambra, CA 91803

Regarding: Heating, Ventilation, and Air Conditioning Services - Headquarters

To Whom It May Concern:

Cal-Air is pleased to submit our proposal for HVAC services to the County of Los Angeles, DPW.

Cal-Air has been committed to predictive and preventive maintenance, service and repair since 1953. Today, with service branches throughout California, we are minutes away from virtually any location throughout the state.

Cal-Air, Inc. has personnel on staff with diversified experience and background in the industry that enables us to complete our projects and tasks in a timely and highly satisfactory manner. Our team is extremely competent and has this experience to handle all issues and is able to work on any type of equipment regardless of manufacturer. Through our successful history, our reputation for quality and timely completion of work has been maintained at a high level by our Service Department.

Using our exclusive P-Max maintenance planning technology, we can develop a customized preventive maintenance program to meet specific performance, cost and operating requirements for each customer. Our technology tracks service task performed and generates the required documentation you need. Our goal is to enable you to have the lowest operating expense for your business.

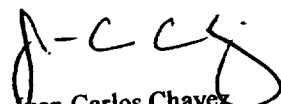
Cal-Air's service programs benefits are that we have statewide offices and have technicians local to all business markets in California. We have expert assistance for heating, air conditioning problems, including Engineering and design for diagnosis and repair, air side analysis, energy management, control systems, complete installation capabilities, sheet metal and piping fabrication. Regional Managers have the responsibility and authority to solve problems and are backed by specially trained Customer Service staff that can be reached through our Customer Service Hotline, 1-800-2calair. Phone/radio/computer dispatch and 24-hour-a-day, 7 days-a-week availability means we can respond quickly.

Your authorized contact information for this project is as follows:

J.C. Chavez - Project/Regional Manager
Cal-Air, Inc.
1646 Victory Blvd.
Glendale, CA 91201
Phone: 818-956-3016 Fax: 818-956-3008
Cell: 562-254-2318 Email: jchavez@calair.com

Cal-Air, Inc. looks forward to being of service to the County of Los Angeles, Department of Public Works.

Sincerely,


Juan Carlos Chavez
Regional Manager

Enclosures

Foster City

Fresno

Glendale

Livermore

Los Angeles

Orange

Sacramento

San Diego

San Francisco

San Jose

Santa Rosa

Salinas

Bakersfield

Whittier

CAL-AIR, Inc.

Company Qualifications

Forward

As you contemplate a decision to do business with a firm like CAL-AIR, we recognize that you need valid and compelling reasons to entrust us with the important responsibilities for which you are accountable. I want to talk with you about our technical strengths, our commitment to quality and safety, our genuine desire to provide exceptional value and most importantly our unique ability to derive innovative solutions to your most complex problems.

In this short message I would like to convey to you why CAL-AIR is truly an exceptional company, one that deserves your consideration. It starts with our mission. CAL-AIR really does understand that we have to earn our success. That understanding, quite frankly, translates into an intense drive on our part to be more responsive, more customer-focused, more creative than our able competitors, yet just as competitive. We will prove to you that we can do a better job and be the organization you can rely on completely.

Our size and statewide presence is important. CAL-AIR is a substantial firm, well managed and financially strong. With that comes depth, diversity of talent and resources second to none. Sometimes it takes a lot of "horsepower" to get a job done. When that is the case, we've got it!

One final point I would like to make is that we believe in strong and lasting relationships. We think of ourselves as part of our customer's team, rather than an outside contractor. Our goal is to be the first company you think of for any of your project and service needs. When we earn that kind of confidence, then we know we make a difference.

I look forward to the opportunity for our organizations to do business together and to show you what we can do for you. And, during the course of our relationship if I can help in any way, please call on me.

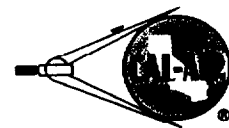
Thank you for considering CAL-AIR!



C. Stan Middleton
Chairman and CEO

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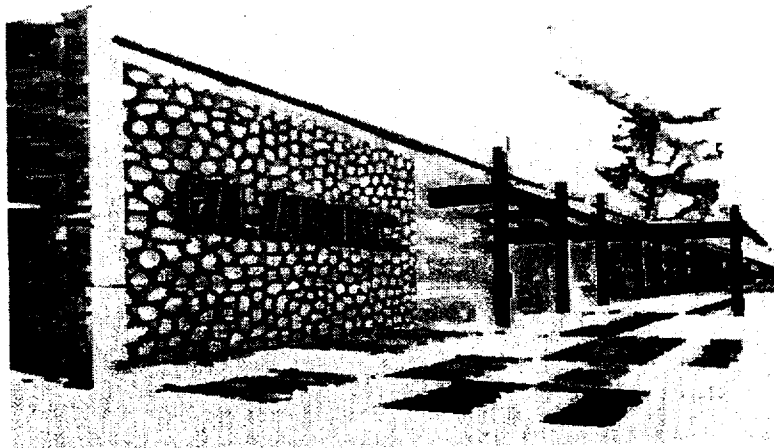


CAL-AIR, Inc.

Company Qualifications

COMPANY PROFILE

At A Glance



- Founded in 1953
- \$140 Million Revenue
- Industry Leader
- 10 Locations in California
- 100% Employee Owned
- 700+ Professional &

CAL-AIR, INC. Corporate Headquarters

Trade Employees

CAL-AIR incorporated in California in 1953. Since then, we have grown our technical services capabilities and expanded from our corporate base in Whittier to regional headquarters in Los Angeles, Sacramento and San Jose with branch offices in Foster City, Fresno, Glendale, Livermore, Salinas, San Diego, and Santa Rosa. CAL-AIR's three regional offices (Southern, Northern and Central) are staffed and equipped to undertake any type and size of project a customer may need. They support the Branch Offices and make sure they have the resources to meet customer needs.

With annual revenues that rank CAL-AIR among the top specialty mechanical contractors in the U.S., and the top in California, CAL-AIR has the size, resources and financial strength to successfully complete any project. Our regional and branch offices put us close to every market in California and our response is second to none!

CAL-AIR employs sophisticated networks and computer systems throughout the State to expedite communication, conduct business and share resources. Our estimating, project management, engineering, accounting, service, field, Intranet and other systems utilize leading edge technologies creating a truly collaborative work environment. Visit our web site – www.calair.com.

CAL-AIR, Inc.



CAPABILITIES

Statewide Facilities

CORPORATE OFFICE

WHITTIER

12393 Slauson Avenue
Whittier, CA 90606
562.698.8301
Fax: 562.698.4396

REGIONAL OFFICES

CENTRAL

4061 Seaport Boulevard
West Sacramento, CA 95691
916.375.8405
Fax: 916.375.8420

NORTHERN

1555 So. Seventh Street
San Jose, CA 95112
408.283.2300
Fax: 408.293.9511

SOUTHERN

12393 Slauson Ave.
Whittier, CA 90606
562.698.8301
Fax: 562.698.4075

BRANCH OFFICES

FRESNO

3451 West Ashlan Avenue
Fresno, CA 93722
559.271.6580
Fax: 559.277.6778

FOSTER CITY

1165 Chess Drive, Suite A
Foster City, CA 94404
650.571.5259
Fax: 650.571.5192

GLENDALE

1646 Victory Boulevard
Glendale, CA 91201
818.956.3000
Fax: 818.246.4953

LIVERMORE

1923 Rutan Drive
Livermore, CA 94550
925.245.0186
Fax: 925.245.0187

SALINAS

1352 Burton Avenue, Suite B
Salinas, CA 93901
831.754.2100
Fax: 831.754.2347

SANTA ROSA

3555 Airway Drive
Santa Rosa, CA 95403
707.546.3042
Fax: 707.521.3396

SAN DIEGO

110 Venture Street
San Marcos, CA 92079
760.471.1142
Fax: 760.591.4322

CAL-AIR, Inc.

Company Qualifications

CAPABILITIES

Statewide Facilities



- REGIONAL OFFICE
- BRANCH OFFICE

CAL-AIR, Inc.

Company **Qualifications**

CAPABILITIES

Statewide Facilities - Los Angeles

**HEADQUARTERS
SOUTHERN REGION
12393 Slauson Avenue
Whittier, California 90606
(562) 698-8301**



Corporate and Southern Region Facility:

6 acres

18,000 sq. ft. office space

30,000 sq. ft. shops and warehouse

Includes complete sheet metal and piping fabrication facilities.

Glendale Branch Office

Los Angeles Office

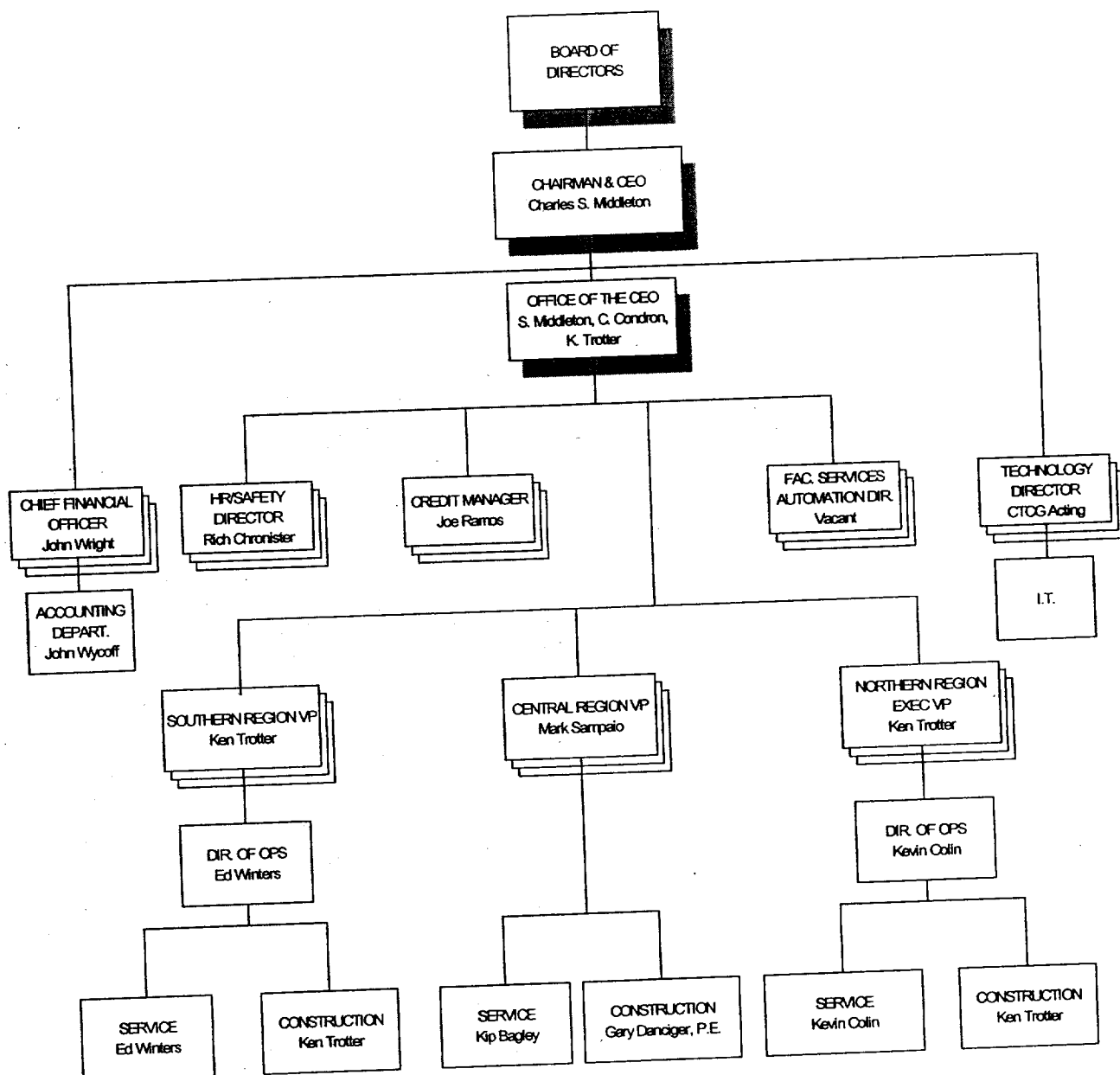
San Diego Branch Office and Shop

CAL-AIR, Inc.

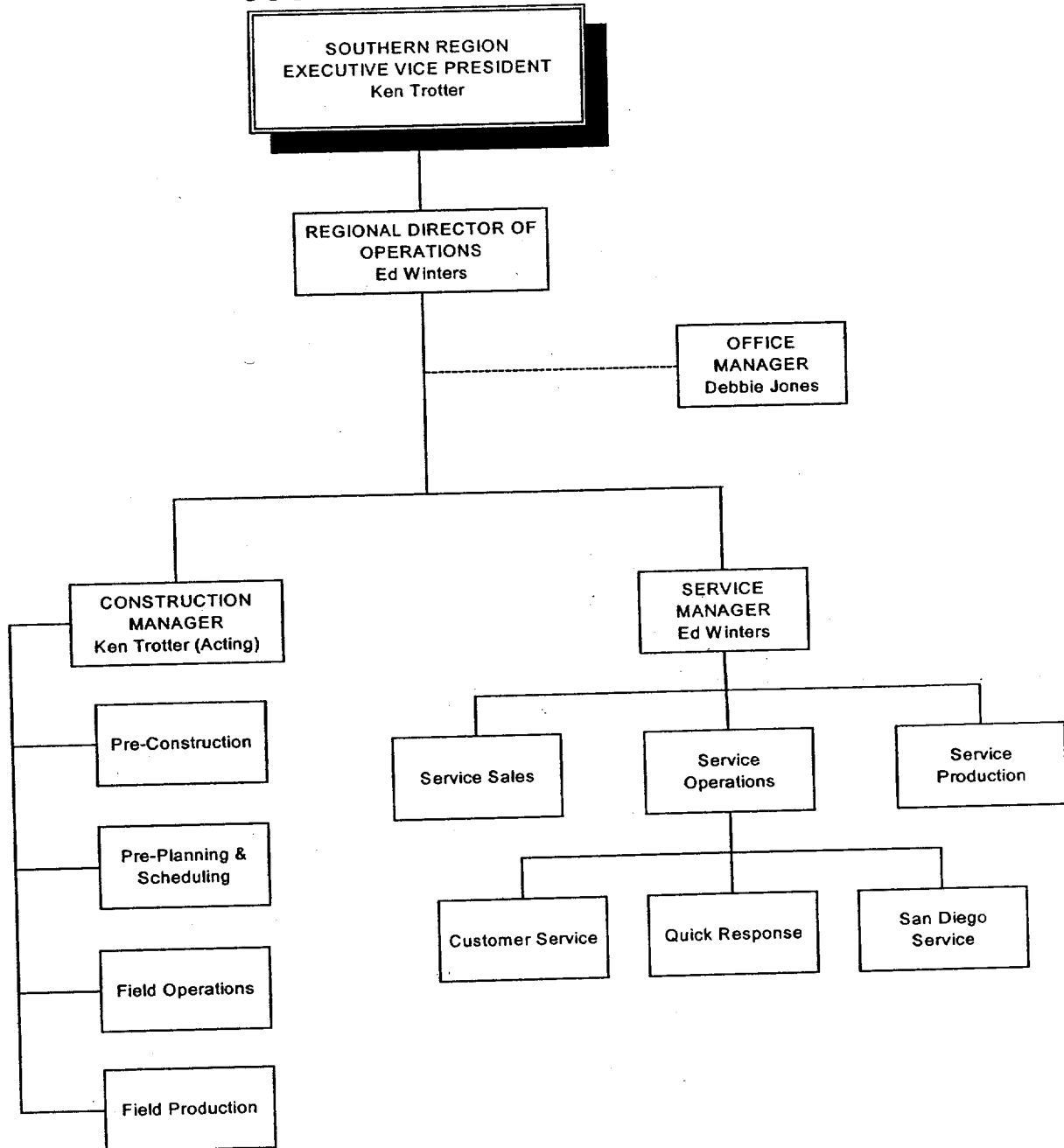
Company Qualifications

MANAGEMENT

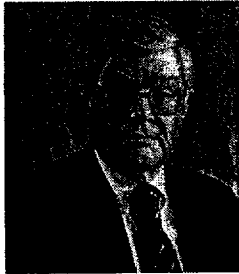
Organization



SOUTHERN REGION ORGANIZATION



MANAGEMENT



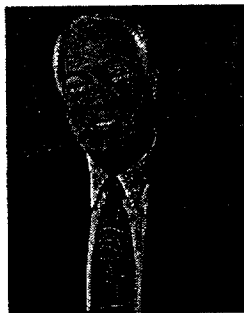
**C. Stanley Middleton
CEO & Chairman of the Board**

Stan Middleton first joined CAL-AIR in 1973 as Director of Operations. In 1984, he was named Treasurer and CFO. Three years later Middleton became President and Chief Operating Officer, and in 1990, assumed the additional responsibilities as Chairman and CEO. Middleton majored in Engineering and Finance at the University of Southern California.



**Casey Condrón, P.E.
President**

Casey Condrón joined CAL-AIR following a thorough nation-wide recruiting effort in December 1997. He joins CAL-AIR following 20 years of professional and executive management experience in the mechanical contracting and engineering industry. Condrón received his BSME from California Polytechnic University, San Luis Obispo in 1979 and a MBA from San Diego State University in 1996. Condrón is a licensed professional engineer in six states, including California.



**John Wright
Secretary/Treasurer and Chief Financial Officer**

John Wright joined CAL-AIR in 1987 as the Company's Financial Manager. In 1995 he was promoted to Treasurer and Chief Financial Officer. Wright has also held financial management positions with companies in the medical equipment field. He began his career working with Arthur Andersen & Co. Wright received his Bachelor of Arts degree in Math and Economics and a Masters of Science degree in Accounting from Southern Illinois University. He is a member of the Construction Financial Management Association.



**Ken Trotter
Executive Vice President**

Ken Trotter joined CAL-AIR in 1980 as a Special Contracts Foreman. He has been involved in the construction industry since 1964 and has depth of experience in managing large construction operations including engineering, fabrication, installation, estimating, design/build and contract negotiations. Trotter has held such positions as General Sheet Metal Superintendent, Sheet Metal Operations Manager, and Operations Manager in the Northern Region and Northern Region Construction Manager. Trotter holds a General Contractors B license.

- **Rich Chronister, Corporate Safety Director**

Chronister joined CAL-AIR in November 2001. He comes with over 12 years of experience in management, training, development and implementation of safety programs. He has spent the last 11 years as the Environmental Health and Safety Manager for Baxter Biotechnology in Los Angeles. Chronister received his Bachelors Degree in Business Administration from the University of Redlands and has CSS (Certified Safety Specialist) and RSA (Registered Safety Associate) certifications.

- **Ed Winters, Southern Region Director of Operations**

Winters returned to CAL-AIR in August of 2003. He has more than a 10 year history with CAL-AIR holding such positions as Service Operations Manager in the Northern Region and Director of Safety as well as Director of Facility Services Automation. Winters has over 30 years in the HVAC industry.



Proposed Staffing

All of the key personnel are excellent long standing employees that will be available through the proposed duration of the project. No person designated as "key" personnel to this project shall be removed or replaced without the prior written concurrence of the Authority. If for any unforeseen reason a person requires replacement, the Authority will be notified and submitted for concurrence of the Authority.

Greg O'Neill - Southern Region Operations Manager

Greg joined CAL-AIR in 1986 as an assistant project manager for Quick Response. In 1991, Greg moved into Service Sales and became a top producer for the Company for several years. Greg then became a Senior Regional Manager in 1998, with oversight responsibilities of the Service Sales personnel in the Glendale Branch after which he became the Glendale Branch Manager in 1999. In 2000, Greg moved to the Whittier office as Operations Manager, responsible for the combined LA Service Operations and Quick Response. Greg is now responsible for the combined Orange, Riverside and San Diego Counties Service Operations and Quick Response.

J.C. Chavez- Project Manager

J.C. has been in the HVAC industry for over 10 years. J.C. joined Cal-Air, Inc. in 1991 as a Service technician and six years later received Journeyman status certification. In 1999 he joined the sales staff as a Regional Manager and will be the Project Manager and main contact for this project. He is well versed in all aspects of HVAC industry.

Rich Chronister - Safety Director

Mr. Chronister joined Cal-Air in November 2001. He has 12 years of experience in management, training, development and implementation of safety programs. He has spent the last 11 years as the Environmental Health and Safety Manager. His responsibilities include employee assessment, training, inspection, measurement, incentives and as a last resort, discipline. Safety performance is included in the appraisal of the effectiveness of our foremen, superintendents and managers. Mr. Chronister will assure safe practices throughout this project.

Kay Patacsil - Customer Service Representative

Ms. Patacsil has over 35 years of experience in the HVAC industry. She has been involved in dispatching, purchasing, estimating, billing, accounts payable and customer service and sales assisting. She is experienced in taking service calls, dispatching the technician, quoting repairs to the customer and ordering of the required materials, preparing the billing, tracking the job costs, analyzing these costs and determining their accuracy. She has been extremely successful at developing and maintaining customer relationships.

COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS
HVAC Services



Proposed Staffing

Linda Leos - Billing Specialist

Ms. Leos has over 15 years of billing experience in the HVAC industry. Her responsibilities at Cal-Air include pricing work performed from field work orders, generating invoices, making sure all invoicing is correct, generating auto billing for regular maintenance accounts as well as keeping up with any customer billing changes and dealing with any Customer questions regarding billing problems or discrepancies.

Renea Banuelos - Dispatcher

Ms. Banuelos is proficient in our Field Service software, ViryaNet, which we use to schedule technician, track and schedule preventative maintenance service and automate tasks associated with contract administration. She works directly with the customer to take service calls and then dispatching the technician. She, as all of our operations personnel is equipped with the latest Nextel radio so field technicians can easily be reached to respond to problems or emergencies. She will be a main contact for this project for any calls or emergencies.

Joe Tobin - Foreman

Mr. Tobin has over 10 years in the industry. He is the leader in the field and the supervision of journeyman and apprentices as well as the quality control of the projects. His technical background covers a wide spectrum of HVAC equipment from small tonnage rooftop to large complex HVAC equipment: compressors, chillers, pumps, fans, ventilation systems, pneumatic system, DDC automation and variable air volume systems.

CAL-AIR, Inc.

Company Qualifications

CAPABILITIES

Training

We host an annual three-day service training session for all key personnel, which revolve around safety training, team building and finding more effective ways to serve customers.

As a Building Trades contractor, CAL-AIR relies heavily upon the United Association of Plumbers & Pipe Fitters to provide apprenticeship training for new technicians. The apprenticeship-training program is completed over five years with the apprentice working five days a week, full time, and going to class two nights a week.

Below is a brief description of the apprenticeship program:

First Year

Electrical Theory Lecture
Mechanical Systems Lecture/Lab
Brazing & Soldering

Second Year

Electrical Controls II Lecture/Lab
Customer Relations
Computer Literacy
Installation Lecture/Lab

Third Year

Direct Digital Controls
Electrical Controls III Lecture/Lab
Thermodynamics
Compressors

Fourth Year – Refrigeration

HVAC for Market Mechanics
Market Energy Management
Market Applications

Fourth Year – A/C

Market Systems for HVAC Mechanics
Pneumatics
HVAC Systems
Heat Loads & Air Distribution

Fifth Year – Refrigeration

Advanced Market Troubleshooting
Market Start, Test & Balance
Market Systems

Fifth Year – A/C

HVAC Troubleshooting
HVAC Start, Test & Balance
Water Chillers
HVAC Direct Digital Control

In addition to the apprenticeship training provided, the UA requires all journeymen to complete an additional 40 hours of training per year to stay current on the latest trends and technology affecting our business.

- **Engineering & Design**

Our engineers, designers and CAD professionals develop practical, cost effective solutions to any mechanical or process system. We have eight licensed Professional Engineers on staff.

- **Design-Build**

We provide a single source for design and installation of HVAC, central plants, process systems, controls and clean rooms. We perform retrofit and renovation projects, as well as new construction.

- **Design-Assist**

Our design professionals are capable of working with an external design team, adding our construction experience to their engineering expertise in a collaborative effort to meet the requirements of the end user.

- **Construction**

CAL-AIR has years of experience installing every type of mechanical and process system in virtually every type of facility. Whether it's new construction, a major renovation, remodel or unit change out, we have the engineering, estimating, project management and field teams to meet the requirements.

- **Advanced Technologies**

CAL-AIR's Advanced Technologies capability provides a single source for engineering, installation, general and ultra-high purity process services directed toward the Microelectronic, Biotechnology, Pharmaceutical, Food & Beverage Processing Industries.

- **Performance Contracting (Energy Services)**

CAL-AIR's Performance Contracting Group has years of experience developing energy management and conservation measures that can dramatically reduce a building's energy use and provide alternative financing.

- **Predictive & Preventive Maintenance**

Using our exclusive PromaX predictive and P-MAX preventive maintenance planning technology, we can develop customized predictive and preventive maintenance programs to meet specific cost, performance and scheduling requirements of each customer.

- **Service & Repair**

When problems do arise, our Service Department is available 24-hours-a-day, 7-days-a-week. A CAL-AIR qualified technician can be dispatched within minutes to diagnose and repair breakdowns in comfort or process systems.

CAL-AIR, Inc.

Company Qualifications

CAPABILITIES

Technology

All of our regional and branch offices are connected through networks. Virtually every employee is equipped with a powerful desktop or laptop computer running on Windows NT. They can access e-mail, Internet and our Intranet allowing communication in a matter of seconds. All of the Company's accounting, project management, purchasing, billing and other major support processes are also highly automated.

BUSINESS APPLICATIONS

CAL-AIR has launched new business and accounting software. After a thorough review and complete vetting of business software the decision was made to implement the J.D. Edwards OneWorld application. This decision was based on several factors including; (1) J.D. Edwards dedication to the construction/service industry; (2) this software application is web-enabled and; (3) J.D. Edwards is committed to leading edge software technology. Implementing this business software gave us a unique opportunity to simultaneously improve our business processes, accounting structures and access to information.

Implementing this technology has enabled CAL-AIR to become a premier facility technical service solutions provider. It has fundamentally changed the way we do business by allowing us to interface directly with our customers and suppliers regarding work orders, account, equipment and customer information. It also allows us to be more effective in our financial dealings including banking transactions and the distribution of our financial information to our stakeholders.

FIELD AUTOMATION

For our Field Service software, CAL-AIR is utilizing ViryaNet to schedule and dispatch Service Technicians, track and schedule preventive maintenance service and automate tasks associated with contract administration.

Beyond our computer technology, all of our operations personnel are equipped with the latest Nextel radio, telephone pager units. Field superintendents and foremen can easily be reached to respond to problems or emergencies 24 hours a day.

MODELING SYSTEMS

Our engineering groups use advanced systems for developing and transmitting drawings. Some of these systems include the "Trace Program" and "Carrier E20-II." Our designers and detailers utilize AutoCAD 2000 and the Internet for transmitting and receiving drawings.

BID INFORMATION - P-MAX

P-MAX is a proprietary HVAC preventive maintenance technology developed by CAL-AIR. The program allows for customized maintenance tasks to be assembled that will ultimately provide the best maintenance plan for your building and HVAC budget.

Equipment tasks are generated through a customer-needs assessment and then inputting the various tasks and equipment specifications being considered for service. As the customized maintenance program is assembled, our customers know exactly what type of program (standard, protection or premium) they are purchasing.

Why P-MAX?

A maintenance program protects a building owner's investment in HVAC equipment. CAL-AIR surveyed over 500 journeyman mechanics to find out exactly how long it takes to perform each task. The tasks are then assembled and the price is a derivative of the tasks, frequency, filter grade, and technician level. This is a qualified price, not always the lowest price, but a price that represents a fair value to the owner for the services being provided.

P-MAX tasks are entered into each customer's maintenance schedule database and printed directly on the technician's work order. Our technician knows exactly what tasks need to be performed on each scheduled maintenance visit. The tasks are completed and the information checked, logged and reviewed after each visit. P-MAX tracks the service task performed and generates the required documentation you need.

CAL-AIR, Inc.

Company **Qualifications**

CAPABILITIES

Technology

PROACTIVE and PREDICTIVE SERVICES —PromaX

Using our exclusive PromaX predictive and P-MAX preventive planning technology, we can diagnose equipment and mechanical systems failure before they happen and develop a customized preventive maintenance program to meet specific performance, cost and operating requirements for each customer.

PromaX is a proactive diagnostic solution for mechanical system care. Our predictive diagnostic program provides you with increased operating efficiency for your mechanical systems and maximizes the "uptime" of your equipment. It is an operating strategy designed to accomplish these specific outcomes:

- Reduce the need for scheduled downtime for preventive services.
- Increase HVAC system uptime.
- Reduce maintenance and repair costs.
- Provide advanced knowledge of needed repairs.
- Extend the useful life cycle of equipment.
- Avoid catastrophic failures and resulting secondary system damage and costs.

COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS
HVAC Services



WORK PLAN

Cal-Air, Inc. realizes that a plan needs to be followed so that all parties involved are satisfied with the outcome. We have developed a plan, which has been successful in the past, for a smooth transition from one contractor to another.

The HVAC equipment and tasking listed in this RFP will be entered in Cal-Air's customized maintenance program called P-Max. Cal-Air surveyed over 500 journeyman mechanics to find out exactly how long it takes to perform each task necessary to maintain HVAC equipment. The tasks are then assembled and the frequency, hours, technician level, and time to perform task is produced. P-Max task are entered into each customer's maintenance database and printed directly on the technicians work order. Our technicians know exactly what tasks need to be performed on each scheduled maintenance visit.

Upon reward of the contract, an introductory meeting will be expeditiously scheduled with the County of Los Angeles DPW personnel and Cal-Air's key field personnel.

- Greg O'Neill, Operations/Sales Manager
- J.C. Chavez, Regional Manager
- Rich Chronister, Safety Director
- Joe Tobin, Foreman

Cal-Air, Inc. intends to provide a complete staff of personnel to properly perform the needed maintenance and service work. The first preventative maintenance will be completed within ten (10) working days/two (2) weeks of being awarded the contract.

Our regional manager will be in charge of all the County of Los Angeles DPW's activities. Cal-Air's primary contact will coordinate all internal and external activities relating to the County of Los Angeles DPW's HVAC needs and requirements.

The internal staff will consist of our customer service representative, dispatcher, purchasing agents, billing specialist, and administrative and technical support. These personnel will be a vital part of the success of this project. The dispatcher will ensure the proper manpower is dispatched to the location for the maintenance and service work. Our customer service department will assist the County of Los Angeles DPW's primary contact individual with all necessary administrative support to ensure the County of Los Angeles DPW receives all correspondence, quotations and updates in a timely and accurate fashion. Our technical support is always available to assist the field personnel as necessary.

The external staff, which is also crucial to the County of Los Angeles DPW, is as follows. We will assign an area foreman. Upon commencement of the contract, the assigned area foreman will visit the facility and review the equipment logs and acquaint himself with the equipment and will communicate conditions with the regional manager. The area foreman

COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS
HVAC Services



WORK PLAN

will be the supervisor for quality control as well as the leader in the field. He will have a crew of journeyman and apprentices assigned to the facility.

The area foreman will oversee all maintenance and service work for accuracy and quality. All of our men are Union trained and have the utmost understanding of quality workmanship on equipment entrusted to our care. Cal-Air has several methods of quality control and schedule control of projects similar to RFP. Cal-Air's P-max tasking sets a guide for the service technicians to follow, and the hours allocated for them to get their tasks done. The Area foreman on a routine basis performs quality inspections, to ensure the proper service, maintenance, and communication is being provided to the customer. Cal-Air has internal reports to ensure technicians have their P-max maintenances schedule and performed in a timely fashion.

Properly trained mechanics will be assigned to perform the maintenance and service requirement. These mechanics will continually observe the operation of the HVAC equipment. If additional manpower is needed, it will be provided to make repairs as expeditiously so that the normal maintenance program will not be jeopardized.

If a problem should happen to arise after working hours, our "personal" answering service will respond, take your message, and dispatch one of our stand-by mechanics to the problem area. Our Service Department is available 24 hours/7 days a week – at 1-800-2CALAIR.

Our safety director regularly schedules safety meetings with all of our field mechanics and will work in conjunction with the County of Los Angeles DPW's Safety Department. These meetings will include the mechanics assigned to this project.

Copies of our various types of insurance coverage will be provided upon award of this project.

The County of Los Angeles DPW's representatives are very welcome to visit our facility at any time. We would be pleased to have them see firsthand how the various departments work together to effectively achieve goals. We also work closely with our field personnel to explore methods of performing our jobs more efficiently and less costly.

COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS
HVAC Services



SUBCONTRACTORS

CAL-AIR, INC. WILL SELF PERFORM ALL TASKS.

CAL-AIR, Inc.

Company Qualifications

FINANCIAL

Established: 1953

California License Numbers:

CAL-AIR: 137195

Classifications:

B General Building
C4 Boiler, Hot Water, Steam
C10 Electrical
C20 Heating, Ventilating & A/C

C36 Plumbing
C38 Refrigeration
C43 Sheet Metal

Specialty Trades:

Heating	Ventilating
Air Conditioning	Process Piping
Controls	Air Balance
Maintenance	Energy Services
Plumbing	Lighting

Bonding Company:

Carrier: Arch Insurance Co.
Broker: Coats/Rapp Surety Co.
23461 South Pointe Drive, Suite 345
Laguna Hills, California 92563
(949) 457-1060

Bonding Capacity:

\$10,000,000 Project
\$25,000,000 Aggregate

General Liability Insurance Carrier: American Zurich Insurance Co.

Broker: Marsh, Inc.
Attn: Raffles
600 Renaissance Center, Suite 2100
Detroit, MI 48243
(313) 393-6525

Worker's Compensation Carrier: American Zurich Insurance Co.

Broker: Marsh, Inc.
Attn: Raffles
600 Renaissance Center, Suite 2100
Detroit, MI 48243
(313) 393-6525

FINANCIAL

Errors & Omissions Insurance Carrier:

Broker: Marsh, Inc.
Attn: Raffles
600 Renaissance Center, Suite 2100
Detroit, MI 48243
(313) 393-6525

Bank:

Union Bank of California
445 South Figueroa St., 8th Floor
Los Angeles, CA 90071
Sandy Shoaff
(213) 236-5306

Line of Credit:

Textron Financial Corp.
4949 SW Meadows Drive, Suite 500
Lake Oswego, OR 97035
Dan Burd
(503) 675-5744

Union Affiliations:

Piping Industry Progress Education District Council

DC #16 - Los Angeles	Local #38 - San Francisco
Local #228 - Sacramento	Local #230 - San Diego
Local #246 - Sacramento	Local #250 - Los Angeles
No.CA Pipe Fitters #342	Local #393 - San Jose
Local #437 - Sacramento	Local #447 - Sacramento
Local #460 - Bakersfield	Local #467 - San Mateo

Sheet Metal Workers(SMWIA)

Local #102 - Orange County	Local #108 - Los Angeles/Bakersfield
Local #206 - San Diego	Local #273 - Ventura
Local #104 - San Francisco/Bay Area	Local #162 - Sacramento

CAL-AIR, Inc.

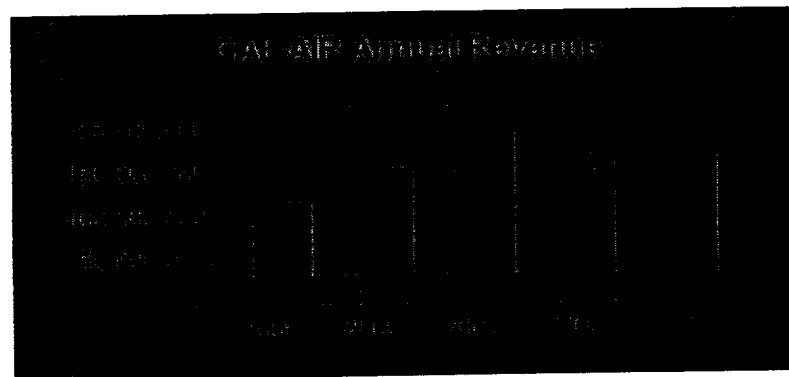
Company Qualifications

FINANCIAL

Historical Performance

Financial Growth Fiscal Years 1999 through 2003

CAL-AIR's current business is approximately 52% construction and 48% in service, repair and maintenance. In our construction business, about 10% are related to refrigeration, 70% to HVAC and 20% to energy services. Of our service business, about 5% are related to refrigeration, 80% to HVAC and 10% to energy management.



Special Notice:

The above chart represents Fiscal Year End as April 30th for all years reported except 2001 and forward which end December 31st.

In 1996, Congress allowed ESOP's and other employee benefit trusts to own stock in an S Corporation, effective January 1, 1998.

The S Corporation is a form of business ownership in which the corporation does not pay tax on its earnings. Instead, owners of an S Corporation pay tax on their proportionate share of the company's earnings at individual tax rates.

S Corporations allow owners to avoid the double taxation on corporate earnings that applies to C Corporations (the company pays taxes on profits; the owners pay taxes when the profits are distributed).

ESOP participants pay tax when their shares are distributed to them and they have the option of rolling their distributions into an IRA and deferring tax further.

Since CAL-AIR is a 100% employee owned ESOP Company, we elected to become an S Corporation as of May 1, 1998.

While CAL-AIR was always proud to include its employees in ownership of the Company through its Employee Stock Ownership Trust, two of the original owners maintained a controlling interest. Over the past ten years, the Company made a concerted effort to acquire all of its outstanding stock through the ESOP. We are proud to say that today CAL-AIR is 100% employee owned.

We believe an ownership position engenders a sense of pride, responsibility and cooperation among our employees. We see that translated into a better job for our customers.

CAL-AIR ESOP SUMMARY

- Converted to ESOP in 1978
- Leveraged ESOP in 1986
- S Corporation as of May 1, 1998
- 100% Employee owned ESOP

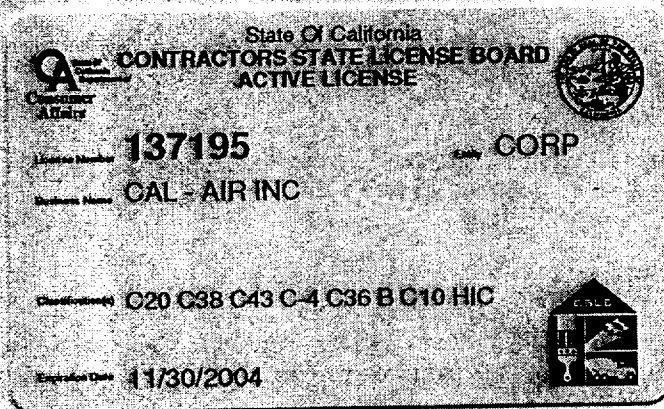
TOTAL
FACILITY
SOLUTIONS

CAL-AIR, Inc.

Company Qualifications

ACCREDITATION

Contractor's License



MARSH

CERTIFICATE OF INSURANCE

CERTIFICATE NUMBER
CHI-000826795-08

PRODUCER

Marsh, Inc.
600 Renaissance Center, Suite 2100
Detroit, MI 48243
Attn: Raffles

05-00205-04/05

WS

INSURED

Cal-Air, Inc.
12393 Slauson Avenue
Whittier, CA 90606

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

COMPANIES AFFORDING COVERAGE

COMPANY

A AMERICAN ZURICH INSURANCE COMPANY

COMPANY

B N/A

COMPANY

C

COMPANY

D

COVERAGES

This certificate supersedes and replaces any previously issued certificate for the policy period noted below.

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE DESCRIBED HEREIN HAVE BEEN ISSUED TO THE INSURED NAMED HEREIN FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE		POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT <input checked="" type="checkbox"/> Per Project Aggregate <input checked="" type="checkbox"/> XCU Coverage	AUTOMOBILE LIABILITY	GLO3486465	04/01/04	04/01/05	GENERAL AGGREGATE	\$ 2,000,000
					PRODUCTS - COMP/OP AGG	\$ 2,000,000
					PERSONAL & ADV INJURY	\$ 1,000,000
					EACH OCCURRENCE	\$ 1,000,000
					FIRE DAMAGE (Any one fire)	\$ 500,000
					MED EXP (Any one person)	\$ 10,000
					COMBINED SINGLE LIMIT	\$ 1,000,000
<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	GARAGE LIABILITY	BAP3486464	04/01/04	04/01/05	BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE	\$
					AUTO ONLY - EA ACCIDENT	\$
<input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	EXCESS LIABILITY				OTHER THAN AUTO ONLY:	\$
					EACH ACCIDENT	\$
					AGGREGATE	\$
					EACH OCCURRENCE	\$
<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input checked="" type="checkbox"/> THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL	OTHER	WC3486466	04/01/04	04/01/05	EL EACH ACCIDENT	\$ 1,000,000
					EL DISEASE-POLICY LIMIT	\$ 1,000,000
					EL DISEASE-EACH EMPLOYEE	\$ 1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
RE: Job Performed by the Named Insured.

CERTIFICATE HOLDER

County of Los Angeles
Department of Public Works
Attn: Sylvia, Permit Dept.
900 S. Fremont Ave, 8th Floor
Alhambra, CA 91803

CANCELLATION

SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES, OR THE ISSUER OF THIS CERTIFICATE.

MARSH USA INC.

BY: John C Hurley

MM18702

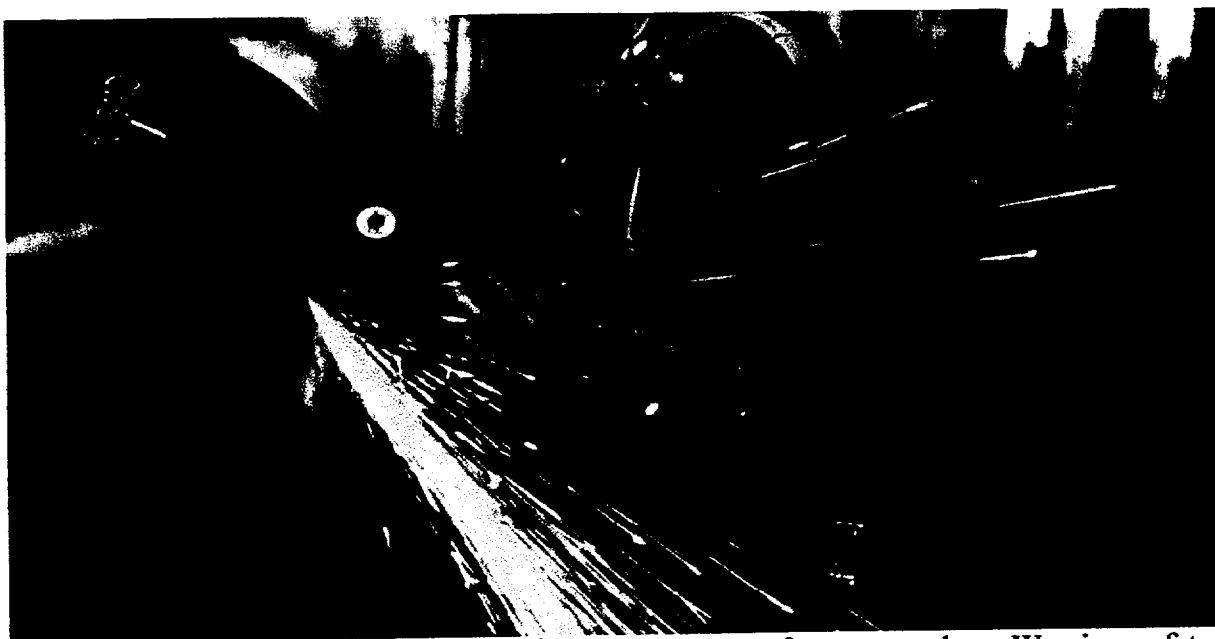
VALID AS OF: 03/25/04

CAL-AIR, Inc.

Company Qualifications

SAFETY

Statistics



CAL-AIR's Mission Statement includes safety among our four core values. We view safety as the single most important responsibility a manager in our Company has, regardless of position. CAL-AIR has adopted the philosophy that all accidents are preventable. We believe that all employees are entitled to a safe and healthy work environment; and we accept our responsibility to manage our business and activities in a manner that will meet that obligation. We have a moral and business responsibility to manage and conduct our work safely. Our Safety Program is a balanced approach using employee assessment, training, inspection, measurement, incentives, and as a last resort, discipline. Safety performance is included in our appraisal of the effectiveness of our foremen, superintendents and managers.

The Safety Services Department includes a Director of Safety reporting directly to the Office of the CEO with the following direct reports: Regional Safety & Health Specialist (3), Insurance Claims Specialist (1) and safety personnel as needed for specific assignment. Each Regional Vice President has designated an individual to serve as the Regional Safety Coordinator.

While we continuously strive to reach the high safety standards we aspire to, CAL-AIR is a safe company today! Our EMR has steadily improved and today stands at .91. Our Injury & Illness Prevention Program Manual can be made available upon request.



Statistics

SAFETY

CAL-AIR, Inc.

Safety Services

	2000	2001	2002	2003
Man-hours worked	1,737,793	1,866,014	1,676,813	1,770,920
Average Number of Employees	893	995	921	921

Fatalities	0	0	0	0
Recordable Cases	74	78	31	62
Recordable Frequency Rate	8.52	8.36	3.7	7
Loss Time Accident (LTA) Cases	18	20	4	13
LTA Frequency Rate	2.07	2.14	0.5	1.5
Number of Lost Work Days	685	539	84	574
Number of Modified Work Days	661	456	372	587
Severity Rate	76.07	57.77	10	64.8
EMR	0.62	0.58	0.7	0.91
Number of Automotive Accidents	35	41	46	20
Number of Company Vehicles	488	531	531	589

NOTES:

LTA Frequency Rate = Number of Cases Involving Days Away X 200,000
 Number of hours worked
 Recordable Frequency Rate = Number of OSHA Recordable Cases X 200,000
 Number of hours worked
 Severity Rate = Number of Lost Days X 200,000
 Number of hours worked

12/31/03

Safety, like quality, is a matter of continuous improvement at CAL-AIR!

DATE: 5/12, 2004		THE UNDERSIGNED HEREBY DECLARES AS FOLLOWS:																									
1. THIS DECLARATION IS GIVEN IN SUPPORT OF A PROPOSAL FOR A CONTRACT WITH THE COUNTY OF LOS ANGELES.																											
2. NAME OF SERVICE: Heating, Ventilation & Air Conditioning Services																											
DECLARANT INFORMATION																											
3. NAME OF DECLARANT: Cal-Air, Inc.																											
4. I AM DULY VESTED WITH THE AUTHORITY TO MAKE AND SIGN INSTRUMENTS FOR AND ON BEHALF OF THE PROPOSER(S).																											
5. MY TITLE, CAPACITY OR RELATIONSHIP TO THE PROPOSER IS:																											
PROPOSER INFORMATION																											
6. Proposer's full legal name: Cal-Air, Inc.		7. Proposer's fictitious business name or dba (if any): n/a																									
8. The Proposer's form of business entity is (CHECK ONLY ONE):																											
<input type="checkbox"/> Sole proprietor		<input checked="" type="checkbox"/> A corporation:																									
<input type="checkbox"/> A general partnership: <input type="checkbox"/> A limited partnership: <input type="checkbox"/> A joint venture of: <input type="checkbox"/> A limited liability company:		Names of partners: Name of general partner: Names of joint venturers: Name of managing member:																									
Corporation's principal place of business: 12393 Slauson, Whittier, CA State of incorporation: California President/CEO: Casey Condrion-CEO Secretary: John Wright		Names of partners: Name of general partner: Names of joint venturers: Name of managing member:																									
9. The only persons or firms interested in this proposal as principals are the following:																											
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:15%;">Name</td> <td style="width:15%;">Title</td> <td style="width:15%;">City</td> <td style="width:15%;">State</td> <td style="width:15%;">Zip</td> <td style="width:15%;">Fax</td> </tr> <tr> <td>Stan Middleton</td> <td>CEO</td> <td>Whittier</td> <td>CA</td> <td>90606</td> <td>562-693-4075</td> </tr> <tr> <td>Casey Condrion</td> <td>President</td> <td>same</td> <td>same</td> <td>same</td> <td>same</td> </tr> <tr> <td>Ken Trotter</td> <td>Executive V.P.</td> <td>same</td> <td>same</td> <td>same</td> <td>same</td> </tr> </table>				Name	Title	City	State	Zip	Fax	Stan Middleton	CEO	Whittier	CA	90606	562-693-4075	Casey Condrion	President	same	same	same	same	Ken Trotter	Executive V.P.	same	same	same	same
Name	Title	City	State	Zip	Fax																						
Stan Middleton	CEO	Whittier	CA	90606	562-693-4075																						
Casey Condrion	President	same	same	same	same																						
Ken Trotter	Executive V.P.	same	same	same	same																						
10. This proposal is made without collusion with any other person, firm, or corporation. The proposer has carefully examined the location of the proposed work, and is familiar with all of the physical and climatic conditions, and makes this bid solely upon the Proposer's own knowledge. The proposer has carefully examined the specifications, both general and detail, any drawings attached, and any additional communications sent and makes this proposal in accordance therewith. If this proposal is accepted, the proposer will enter into a written contract for the performance of the proposed work with the County of Los Angeles, accepting in full payment for work actually done the prices shown in the attached schedule. It is understood and agreed that the quantities set forth in the attached schedule and the Request for Proposals are but estimates, and that the unit prices will apply to the actual quantities, whatever they may be.																											
11. CHECK ONE: <input type="checkbox"/> (1) I am making these representations on my personal knowledge; OR <input checked="" type="checkbox"/> (2) I am making these representations based on information and belief that they are true.																											
I declare under penalty of perjury under the laws of California that the foregoing is true and correct.																											
Signature of Proposer or Authorized Agent:		Type name and title:																									
		Juan Carlos Chavez, Regional Manager																									

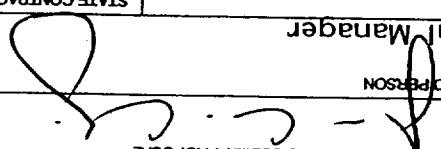
VERIFICATION OF PROPOSAL

SCHEDULE OF PRICES

The undersigned Proposer offers to perform the work described in the Request for Proposals for the following price(s). The Proposer shall furnish at its expense all labor, materials, transportation, equipment, supplies, taxes, environmental fees and assessments, training, stock costs, regulatory compliance, and safety measures during the contract term unless stated otherwise in the Request for Proposals. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are but estimates, and that the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

DESCRIPTION	PRICE PER HOUR	ESTIMATED NUMBER OF HOURS PER YEAR	ANNUAL COST
1. Technical Repairs (Novar)	Straight	180	\$15,300.00
	Premium	20	\$ 2,560.00
2. Mechanical Repairs (Equipment) - 24-hour response time	Straight	180	\$15,300.00
	Premium	20	\$ 2,560.00
3. Preventive Maintenance	PRICE PER MONTH	NUMBER OF MONTHS	
	\$ 390.00	12	\$ 4,680.00
	TOTAL PROPOSED ANNUAL PRICE		\$40,400.00

"Straight" time is time worked weekdays (Monday through Friday) 7 a.m. to 5 p.m. "Premium" time is time worked in excess of 8 hours in one weekday, or any time worked on Saturdays, Sundays, and Holidays.

LEGAL NAME OF PROPOSER Juan Carlos Chavez		SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL  5-12-04		TITLE OF AUTHORIZED PERSON Regional Manager		DATE May 12, 2004		STATE CONTRACTORS LICENSE 137195		LICENSE TYPE C20, C38, C43, C4, C36, C10		PROPOSER'S ADDRESS 12393 Slauson Avenue, Whittier, CA 90606		PHONE 562-698-8301		FAX 562-693-4370		E-MAIL jchavez@calair.com	
--	--	--	--	--	--	----------------------	--	-------------------------------------	--	---	--	--	--	-----------------------	--	---------------------	--	------------------------------	--

COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM APPLICATION FOR EXCEPTION AND CERTIFICATION FORM

This contract is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All contractors and subcontractors must complete this form to either (1) request an exception from the Program requirements or (2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is excepted from the Program.

Company Name:	Cal-Air, Inc.
Company Address:	12393 Slauson Avenue
City:	Whittier
State:	CA
Zip Code:	90606
Telephone Number:	562-698-8301
(Type of Goods or Services):	HVAC Services

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (you must attach documentation to support your claim). If the Jury Service Program applies to your business, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, sign and date this form.

Part I: Jury Service Program is Not Applicable to My Business

☐ My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.

☐ My business is a small business as defined in the Program. It (1) has ten or fewer employees; and (2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and (3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

☐ "Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

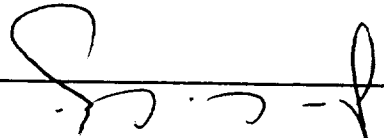
"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

☐ My business is subject to a Collective Bargaining Agreement that expressly provides that it supersedes all provisions of the Program. **ATTACH THE AGREEMENT.**

Part II: Certification of Compliance

☒ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Juan Carlos Chavez
Title:	Regional Manager
Signature:	
Date:	May 12, 2004

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

PROPOSED CONTRACT FOR: Cal-Air, Inc. SERVICE BY PROPOSER HVAC Services
 PROPOSAL DATE: 5/12/04

This information must include all work undertaken in the State of California by the proposer and any partnership, joint venture or corporation that any principal of the proposer participated in as a principal or owner for the last five calendar years and the current calendar year prior to the date of proposal submittal. Separate information shall be submitted for each particular partnership, joint venture, corporate or individual proposer. The proposer may attach any additional information or explanation of date which the proposer would like taken into consideration in evaluating the safety record. An explanation must be attached to the circumstances surrounding any and all fatalities.

5. CALENDAR YEARS PRIOR TO CURRENT YEAR

	1999	2000	2001	2002	2003	Total	Current Year to Date
1. Number of contracts							+33
2. Total dollar amount of Contracts (in thousands of dollars)	80M	130M	170M	140M	145M	665M	
3. No. of fatalities	0	0	0	0	0	0	0
4. No. of lost workday cases	See Attached Safety Information						
5. No. of lost workday cases involving permanent transfer to another job or termination of employment	See Attached Safety Information						
6. No. of lost workdays	See Attached Safety Information						

The above information was compiled from the records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.

Juan Carlos Chavez, Regional Manager
 Name of Proposer or Authorized Agent (Print)

JCC 5.12.04
 Signature

5/12/04
 Date



Safety Services

	2000	2001	2002	2003
Man-hours worked	1,737,793	1,866,014	1,676,813	1,770,920
Average Number of Employees	893	996	921	921

Fatalities

Recordable Cases

Recordable Frequency Rate

Loss Time Accident (LTA) Cases

LTA Frequency Rate

Number of Lost Work Days

Number of Modified Work Days

Severity Rate

EMR

Number of Automotive Accidents

Number of Company Vehicles

0	0	0	0	0
74	78	31	62	
8.52	8.36	3.7	7	
18	20	4	13	
2.07	2.14	0.5	1.5	
685	539	84	574	
661	456	372	587	
76.07	57.77	10	64.8	
0.62	0.58	0.7	0.91	
35	41	46	20	
488	531	531	589	

NOTES:

LTA Frequency Rate = Number of Cases Involving Days Away X 200,000

Number of hours worked

Recordable Frequency Rate = Number of OSHA Recordable Cases X 200,000

Number of hours worked

Severity Rate = Number of Lost Days X 200,000

Number of hours worked

12/31/03

Safety, like quality, is a matter of continuous improvement at CAL-AIR!

CONFLICT OF INTEREST CERTIFICATION

I, Juan Carlos Chavez

- ☐ sole owner
☐ general partner
☐ managing member
☒ President, Secretary, or other proper title)

Regional Managerof Cal-Air, Inc.Name of proposer

make this certification in support of a proposal for a contract with the County of Los Angeles for services within the scope of Los Angeles County Code Section 2.180.010, which provides as follows:

Contracts Prohibited. A. Notwithstanding any other section of this code, the county shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below, unless the board of supervisors finds that special circumstances exist which justify the approval of such contract.

1. Employees of the county or of public agencies for which the board of supervisors is the governing body;

2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;

3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:

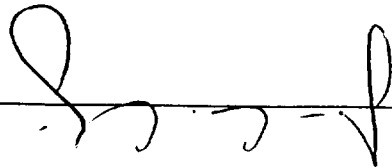
(a) Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 (b) Participated in any way in developing the contract or its service specifications; and

4. Profit-making firms or businesses in which the former employees described in subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders.

I hereby certify I am informed and believe that personnel who developed and/or participated in the preparation of this contract do not fall within scope of Code Section 2.180.010 as cited above. Furthermore, that no County employee whose position in the County enables him/her to influence the award of this contract, or any competing contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein, or has or shall have any direct or indirect financial interest in this contract. I understand and agree that any falsification in this Certificate will be grounds for rejection of this Proposal and cancellation of any contract awarded pursuant to this Proposal.

I certify under penalty of perjury under the laws of California that the foregoing is true and correct.

Signed



Date

May 12, 2004

PROPOSER'S REFERENCE LIST

PROPOSED CONTRACT FOR: Cal-Air, Inc.

Provide a comprehensive reference list of all contracts for goods and/or services provided by the Proposer during the previous three years. Please verify all contact names, telephone, and fax numbers before listing. Incorrect names, telephone, or fax numbers will be disregarded. Use additional pages, if required.

A. COUNTY OF LOS ANGELES AGENCIES.

All contracts with the County during the previous three years must be listed.

SERVICE: HVAC	DATES: Current
DEPT/DISTRICT: Dept. Public Works	
CONTACT: Gary Sanderson	
TELEPHONE: 626-458-7380	
FAX: 626-979-5357	

SERVICE:	DATES:
DEPT/DISTRICT	
CONTACT:	
TELEPHONE:	
FAX:	

SERVICE:	DATES:
DEPT/DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	

SERVICE:	DATES:
DEPT/DISTRICT	
CONTACT:	
TELEPHONE:	
FAX:	

B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES

SERVICE:	DATES:
AGENCY/FIRM: See Attached References	
ADDRESS:	
CONTACT:	
TELEPHONE:	
FAX:	

SERVICE:	DATES:
AGENCY/FIRM:	
ADDRESS:	
CONTACT:	
TELEPHONE:	
FAX:	

SERVICE:	DATES:
AGENCY/FIRM:	
ADDRESS:	
CONTACT:	
TELEPHONE:	
FAX:	

SERVICE:	DATES:
AGENCY/FIRM:	
ADDRESS:	
CONTACT:	
TELEPHONE:	
FAX:	

HVAC Equipment - REFERENCES

Pharmavite Corporation

1150 Aviation Place
San Fernando, CA 91340

Contact: Terry Dean or Robert Brady
Telephone: 818-221-6200

Project Description: Guaranteed Maintenance

Equipment: Central Plants
HVAC Package Units
Exhaust Fans
Honeywell Controls

Use: Process Cooling
Process Heating
Comfort Cooling
Exhaust
Humidity Control

Torrance Memorial Hospital

3330 Lomita Blvd.
Torrance, CA 90509

Contact: Bruce Hershberger
Telephone: 310-5174755

Project Description: Preventive Maintenance
Project Date: 12/01/1995 to Present

Equipment: Multiple Central Plants
HVAC Package Units
Exhaust Fans

Use: Process Cooling
Comfort Temperature Control

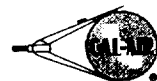
William Morris Agency

150 El Camino Drive
Beverly Hills, CA

Contact: Holly Crittenden
Telephone: 310 - 859-4000

Project Description: Guaranteed Maintenance

Equipment: Central Plants & Package Units



HVAC Equipment - REFERENCES

City of South Pasadena

1414 Mission Street
South Pasadena, CA

Contact: Jim Van Winkle
Telephone: 626-403-7242

Project Description: Preventive Maintenance
Project Date: 7/30/1990 to Present
Equipment: Central Plants & Package Units

City of Whittier

13230 Penn Street
Whittier, CA

Contact: Don Robertson
Telephone: 5662-464-3410

Project Description: Preventive Maintenance
Project Date: 8/22/1990 to Present
Equipment: Central Plants & Package Units

Teradyne Corporation

30701 Agoura Rd.
Agoura Hills, CA 91301

Contact: Wayne Wayland, Facilities Supervisor
Telephone: 818-991-2900

Project Description: Service and Repairs

Equipment: Multiple Central Plants
HVAC Package Units
Exhaust Fans

Use: Process Cooling
Comfort Cooling
Exhaust for Process Areas

Spectrolab

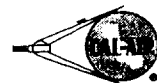
12500 Gladstone Ave.
Sylmar, CA 91342

Contact: Regis Vison, Operations Manager
Telephone: 818-365-4011

Project Description: Preventive Maintenance

Equipment: Central Plants
HVAC Package Units
Exhaust Systems

Use: Process Cooling
Comfort Cooling
Process Exhaust
Humidity Controls
Novar Controls System



HVAC Equipment - REFERENCES

ENERGY SERVICE REFERENCES

La Mesa – Spring Valley Unified School District

Adding air conditioning where none existed. 261 new HVAC units, incorporate new heating and air distribution systems.

Borrego Springs Unified School District – San Diego County

Complete lighting systems upgrade district-wide, replacement of 10 deteriorated HVAC units at high school and one at elementary school with hi-efficiency HVAC units.

Modified zoning. Installation of time of operation controls for all HVAC units district-wide and installation of variable frequency drive controller.



PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

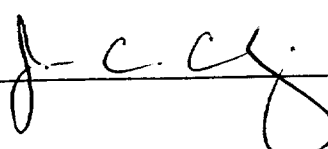
Proposer's Name **Cal-Air, Inc.**Address **12393 Slauson Avenue, Whittier, CA 90606**Internal Revenue Service Employer Identification Number **95-2890975**

In accordance with Los Angeles County Code Section 4.32.010, the Proposer certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

1.	The proposer has a written policy statement prohibiting any discrimination in all phases of employment.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
2.	The proposer periodically conducts a self- analysis or utilization analysis of its work force.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
3.	The proposer has a system for determining if its employment practices are discriminatory against protected groups.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
4.	Where problem areas are identified in employment practices, the proposer has a system for taking reasonable corrective action to include establishment of goals and timetables.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

Proposer **Cal-Air, Inc.**Authorized representative **Juan Carlos Chavez**

Signature


Date **5/12/04**

LIST OF SUBCONTRACTORS

The proposer is required to fill in the following blanks in accordance with the provisions of the Subletting and Subcontracting Fair Practices Act (Chapter 2 of Division 5, Title 1 of the Government Code of the State of California) and should be familiar with Section 2-3 of the Standard Specifications.

Subcontractors listed in accordance with the provisions of Section 2-3 must be properly licensed under the laws of the State of California for the type of work which they are to perform, AND THEIR LICENSE NUMBERS MUST BE LISTED HEREIN. Failure to do so may result in delay of the award of contract. Do not list alternate subcontractors for the same work.

Name under which Sub-contractor is licensed	License Number	Address	Specific Description of Subcontract work
NONE			

FORM PW-9

County of Los Angeles
Request for Local Small Business Enterprise (SBE) Preference Program Consideration and
CBE Firm/Organization Information Form

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

FIRM NAME: Cal-Air, Inc.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

<input checked="" type="checkbox"/> I AM NOT	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.
<input type="checkbox"/> I AM	
<input type="checkbox"/> As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.	
My County (WebVen) Vendor Number:	

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure:	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit	<input type="checkbox"/> Franchise
<input type="checkbox"/> Other (Please Specify):					
Total Number of Employees (including owners): <u>252 Southern Region</u>					
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:					
Race/Ethnicity	Owner/Partner/Associate	Partner	Employee	Other	Subtotal
Black/African American					2
Hispanic/Latino					1
Asian or Pacific Islander					1
American Indian					
Filipino			3	4	9
White					

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed. N/A

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	%
Women	%	%	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date
<u>N/A</u>					

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature:	Title:	Date:
<u>Juan Carlos Chavez</u>	<u>Regional Manager</u>	<u>5/12/04</u>

GAIN/GROW EMPLOYMENT COMMITMENT

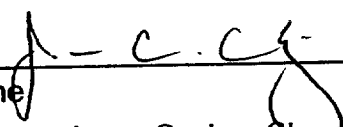
The undersigned:

- ☐ has hired participants from the County's Department of Social Services' Greater Avenue for Independence (GAIN) and/or General Relief Opportunity for Work (GROW) employment programs.

OR

- ☒ declares a willingness to consider GAIN/GROW participants for any future employment opening if participant(s) meet the minimum qualification for that opening, and

declares a willingness to provide employed GAIN/GROW participants access to proposer's employee mentoring program(s), if available, to assist those individuals in obtaining permanent employment and/or promotional opportunities.

Signature 	Title Regional Manager
Firm Name Juan Carlos Chavez	Date 5/12/04

PRINCIPAL OWNER INFORMATION FORM

Los Angeles County Code Chapter 2.200 establishes the Los Angeles County Child Support Compliance Program. This Program requires the County to provide certain information to the Child Support Services Department (CSSD) concerning its employees and business licensees. It further requires that bidders or proposers for County contracts provide directly to CSSD information concerning their "Principal Owners," that is, those natural persons who own an interest of 10 percent or more in the Contractor. For each "Principal Owner," the information which must be provided to CSSD is: 1) the Principal Owner's name, 2) his or her title, and 3) whether or not the Contractor has made a payment of any sort to the Principal Owner.

IN ORDER TO COMPLY WITH THIS REQUIREMENT, COMPLETE THIS FORM AND SUBMIT IT DIRECTLY TO CSSD AT THE ADDRESS OR FAX NUMBER SHOWN BELOW ON OR BEFORE THE DATE YOU SUBMIT A BID OR PROPOSAL TO A COUNTY DEPARTMENT. MAINTAIN DOCUMENTATION OF SUBMISSION. SOLE PRACTITIONERS AND MEMBERS OF AN ASSOCIATION MUST COMPLETE AND SUBMIT INDIVIDUAL FORMS.

In addition, bidders or proposers must certify to the soliciting County department that they are in full compliance with the Program requirements by submitting the Child Support Compliance Program Certification along with the bid or proposal.

To: Child Support Services Department
Special Projects
P. O. Box 911009
Los Angeles, CA 90091-1009
FAX: (323) 869-0634

Telephone: (323) 832-7277

Contractor or Association Name as Shown on Bid or Proposal:
Cal-Air, Inc.

Contractor or Associated Member Name, if Contractor is an Association:

Contractor or Associated Member Address:

12393 Slauson Avenue, Whittier, CA 90606

Telephone:

562-698-8301

FAX:

562-693-4075

County Department Receiving Bid or Proposal: **PUBLIC WORKS**

Types of Goods or Services To Be Provided: HVAC Services

Contract or Purchase Order No. (if applicable):

Principal Owners: Please check the appropriate box. If box "I" is checked, no further information is required. Please sign and date the form below:

I.	<input checked="" type="checkbox"/>	No natural person owns an interest of 10 percent or more in this Contractor.	
II.	<input type="checkbox"/>	Required principal owner information is provided below. (Use separate sheet if necessary.)	
		Name of Principal Owner	Title
			Payment Received From Contractor [YES] [NO]
1.		Stan Middleton	CEO
2.		Casey Condron P.E.	President
3.		John Wright	Secretary/Treasurer

I declare under penalty of perjury that the foregoing information is true and correct.

By: Juan Carlos Chavez Date: 5/12/04
(Signature of a principal owner, an officer, or manager responsible for submission of the bid or proposal to the County.)
(Print Name) Juan Carlos Chavez (Title/Position) Regional Manager

CHILD SUPPORT COMPLIANCE PROGRAM CERTIFICATION

Los Angeles County Code Chapter 2.200 establishes the Los Angeles County Child Support Compliance Program. This Program requires the County to provide certain information to the Child Support Services Department (CSSD) concerning its employees and business licensees. It further requires that bidders or proposers for County contracts submit certifications of Program compliance to the soliciting County department along with their bids or proposals. (In an emergency procurement, as determined by the soliciting County department, these certifications may be provided immediately following the procurement.)

IN ORDER TO COMPLY WITH THIS REQUIREMENT, COMPLETE THIS FORM AND SUBMIT IT DIRECTLY TO THE SOLICITING COUNTY DEPARTMENT ALONG WITH YOUR BID OR PROPOSAL. IN ADDITION, PROVIDE A COPY TO CSSD AT THE ADDRESS OR FAX NUMBER SHOWN BELOW. SOLE PRACTITIONER AND MEMBERS OF AN ASSOCIATION MUST COMPLETE AND SUBMIT INDIVIDUAL FORMS.

I, (print name as shown in bid or proposal) Cal-Air, Inc., hereby submit this certification to PUBLIC WORKS, pursuant to the provisions of County Code Section 2.200.060, and hereby certify that (contractor or association name as shown in bid or proposal)

Cal-Air, Inc., an

independently-owned or franchiser-owned business (circle one), located at (contractor or, if an association, associated member's address):

12393 Slauson Avenue, Whittier, CA 90606

is in compliance with Los Angeles County's Child Support Compliance Program and has met the following requirements:

- 1) Submitted a completed Principal Owner Information Form to the Child Support Compliance Program;
- 2) Fully complied with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and/or California Unemployment Insurance Code Section 1088.5, and will continue to comply with such reporting requirements;
- 3) Fully complied with all lawfully served Wage and Earnings Withholding Orders or Notices of Wage and Earnings Assignment, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b), or pursuant to applicable provisions of the Uniform Interstate Family Support Act, and will continue to comply with such Orders or Notices.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 12th day of May, 2004

(Month and Year)

at: Whittier, CA 562-698-8301
(City/State) (Telephone No.)

by: Juan Carlos Chavez
(Signature of a principal owner, an officer, or manager responsible for submission of the bid or proposal to the County.)

Copy to: **Child Support Services Department**
Special Projects
P. O. Box 911009
Los Angeles, CA 90091-1009
FAX: (323) 869-0634

Telephone: (323) 832-7277